

# Memorandum



**Date:** (Public Hearing 02-06-07)  
**January 25, 2007**

**To:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

Agenda Item No. 5(K)

**From:** George N. Burgess  
County Manager

A handwritten signature in black ink, appearing to read "Burgess", written over the printed name of George N. Burgess.

**Subject:** Ordinance Creating the North Dade Community Development District  
(Commission District No. 12)

## **RECOMMENDATION**

It is recommended that the Board adopt the attached Ordinance creating the North Dade Community Development District (CDD) in the City of Doral, pursuant to the authority granted by the Miami-Dade County Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes, subject to acceptance of the declaration of restrictive covenants running with the lands within the jurisdiction of the CDD. The City of Doral has approved the creation of the North Dade CDD by Resolution No. Z06-03.

## **BACKGROUND**

Down Under Doral, LLC (Down Under Doral) acting on its behalf as landowner, joined by Lennar Homes, Inc. (Lennar), and also joined by owners of individual dwelling units (see executed joinder forms attached), collectively owners of the North Dade Development, (North Dade) have filed an application to create the North Dade CDD in connection with said development. North Dade is a proposed 16.115 acre residential development lying wholly within the City of Doral, in an area bounded by theoretical NW 102 Avenue on the east, theoretical NW 30 Street on the south, theoretical NW 104 Avenue on the west and NW 33 Street on the north. The CDD is designed to provide a financing mechanism for community infrastructure, facilities and services, along with certain ongoing operations and maintenance for the North Dade Development. The development plan for the lands within the proposed CDD include construction of 176 residential townhome dwelling units with associated roadway, earthwork, storm drainage and water and sewer facilities estimated to cost approximately \$1.850 Million. A detailed summary of CDD elements, as well as their cost and anticipated lack of fiscal impacts to government agencies, is presented in the attached application submitted by Down Under Doral. In accordance with Florida Statute 190, Down Under Doral, LLC, has paid a filing fee of \$15,000 to the County.

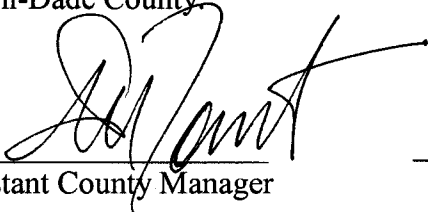
A declaration of restrictive covenants has been submitted consistent with the requirements of Resolution R-413-05 adopted by the Board on April 5, 2005, and as amended by Resolution No. R-883-06, adopted on July 18, 2006, to add language regarding the option to pay capital assessments in full at time of closing. The restrictive covenant provides for notice in the public records of the projected taxes and assessments to be levied by the CDD, individual prior notice to the initial purchaser of a residential lot or unit within the development and provisions for remedial options to initial purchasers whose contract for sale did not include timely notice of the existence and extent of CDD liens and special assessments.

This Board is authorized by the Florida Constitution and the Miami-Dade County Home Rule Charter to establish governmental units such as this CDD within Miami-Dade County and to prescribe such government's jurisdiction and powers.

This development has private roads that are to be maintained by Homeowner Associations or the CDD. With the City's approval, a special taxing district will be created to maintain the development's infrastructure such as private roadways, private area storm drainage and landscape, should the CDD be dissolved or fail to fulfill its maintenance obligations. The special taxing district will remain dormant until such time as the City of Doral requests Miami-Dade County to activate it.

#### **FISCAL IMPACT**

The creation of the North Dade Community Development District will have no fiscal impact to Miami-Dade County.



Assistant County Manager

\_\_\_\_\_  
Date



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** February 6, 2007

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No. 5(K)

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☒ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 5(K)

02-06-07

ORDINANCE NO. \_\_\_\_\_

ORDINANCE GRANTING PETITION OF DOWN UNDER DORAL, LLC, ("DOWN UNDER DORAL" OR "PETITIONER") FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; CREATING AND ESTABLISHING NORTH DADE COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"); PROVIDING FOR NAME, POWERS AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; ACCEPTING PROFFERED DECLARATION OF RESTRICTIVE COVENANTS; PROVIDING SEVERABILITY; EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

**WHEREAS**, the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage basic services for community development; and

**WHEREAS**, Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter grants the Miami-Dade County Board of County Commissioners the authority to exercise all powers and privileges granted to municipalities and counties by the laws of this State; and

**WHEREAS**, Article VIII, Section 6(1) of the Florida Constitution provides for exclusive County Charter authority to establish all governmental units within Miami-Dade County and to provide for their government and prescribe their jurisdiction and powers; and

**WHEREAS**, Down Under Doral, LLC, ("Down Under Doral" or "Petitioner") has petitioned for the establishment of the North Dade Community Development District (the "District"); and

**WHEREAS**, a public hearing has been conducted by the Miami-Dade County Board of County Commissioners in accordance with the requirements and procedures of

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Section 190.005(2)(b), Florida Statutes, and the applicable requirements and procedures of the Miami-Dade County Home Rule Charter and Code; and

**WHEREAS**, the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area, thereby providing a solution to the County's planning, management and financing needs for delivery of capital infrastructure therein without overburdening the County and its taxpayers; and

**WHEREAS**, the Board of County Commissioners finds that the statements contained in the Petition are true and correct; and

**WHEREAS**, the creation of the District is not inconsistent with any applicable element or portion of the State comprehensive plan or the Miami-Dade County Comprehensive Development Master Plan; and

**WHEREAS**, the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community; and

**WHEREAS**, the creation of the District is the best alternative available for delivering community development facilities and services to the area that will be served by the District; and

**WHEREAS**, the proposed facilities and services to be provided by the District will be compatible with the capacity and uses of existing local and regional community development facilities and services; and

**WHEREAS**, the area that will be served by the District is amenable to separate special-district government; and

**WHEREAS**, the owner of the property that is to be developed and served by the community development services and facilities to be provided by the District has submitted an

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executed declaration of restrictive covenants pledging among other things to provide initial purchasers of individual residential units with notice of liens and assessments applicable to such parcels, with certain remedial rights vesting in the purchasers of such parcels if such notice is not provided in a timely and accurate manner; and

**WHEREAS**, having made the foregoing findings, after a public hearing, the Miami-Dade County Board of County Commissioners wishes to exercise the powers bestowed upon it by Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter in the manner provided by Chapter 190, Florida Statutes; and

**WHEREAS**, because the proposed District is located wholly within the municipal boundaries of the City of Doral, the City is in a position to be well informed regarding the merits of this District; and

**WHEREAS**, The City of Doral has consented to the creation of the District within the municipal boundaries subject to certain conditions that the petitioner shall have to satisfy; and the Board of County Commissioners desires to establish the District; and

**WHEREAS**, based on the written consent of the City of Doral, the Miami-Dade County Board of County Commissioners finds that the District shall have those general and special powers authorized by Sections 190.011 and 190.012, Florida Statutes, and set forth herein, and that it is in the public interest of all of the citizens of Miami-Dade County that the District have such powers.,

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:**

Section 1. The foregoing findings, which are expressly set forth herein, are hereby adopted and made a part hereof.

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Section 2. The Petition to establish the North Dade Community Development District over the real property described in Exhibit A attached hereto, which was filed by Down Under Doral, LLC, a Florida corporation, on September 19, 2006, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein (Exhibit B).

Section 3. The external boundaries of the District shall be as depicted on the location map attached hereto and incorporated herein as Exhibit C.

Section 4. The initial members of the Board of Supervisors shall be as follows:

Greg McPherson  
Sandy Chen  
Mercedes Henderson  
Angel Rodriguez  
Miguel Avila

Section 5. The name of the District shall be the "North Dade Community Development District."

Section 6. The North Dade Community Development District is created for the purposes set forth in Chapter 190, Florida Statutes, pursuant to the authority granted by Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter.

Section 7. Pursuant to Section 190.005 (2) (d), Florida Statutes, the charter for the North Dade Community Development District shall be Sections 190.006 through 190.041, Florida Statutes.

Section 8. The Miami-Dade County Board of County Commissioners hereby grants to the North Dade Community Development District all general powers authorized pursuant to Section 190.011, Florida Statutes, and hereby finds that it is in the public interest of all citizens

of Miami-Dade County to grant such general powers.

Section 9. The Miami-Dade County Board of County Commissioners hereby grants to the North Dade Community Development District the special powers authorized pursuant to Section 190.012 (1), Florida Statutes and Sections 190.012 (2) (a) (d) and (f), (except for powers regarding waste disposal), Florida Statutes and Section 190.012 (3), Florida Statutes, and hereby finds that it is in the public interest of all citizens of Miami-Dade County to grant such special powers; provided that the District's exercise of power under Section 190.012(1)(b), Florida Statutes, pertaining to water, waste water and reuse water services shall be pursuant to that Declaration of Restrictive Covenants submitted to the Board of County Commissioners in connection with the petition.

Section 10. All bonds issued by the North Dade Community Development District pursuant to the powers granted by this ordinance shall be validated pursuant to Chapter 75, Florida Statutes.

Section 11. No bond, debt or other obligation of the North Dade Community Development District, nor any default thereon, shall constitute a debt or obligation of Miami-Dade County, except upon the express approval and agreement of the Miami-Dade Board of County Commissioners.

Section 12. Notwithstanding any power granted to the North Dade Community Development District pursuant to this Ordinance, neither the District nor any real or personal property or revenue in the district shall, solely by reason of the District's creation and existence, be exempted from any requirement for the payment of any and all rates, fees, charges, permitting fees, impact fees, connection fees, or similar County rates, fees or charges, or special taxing districts special assessments which are required by law, ordinance or County rule or regulation to

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be imposed within or upon any local government within the County.

Section 13. Notwithstanding any power granted to the North Dade Community Development District pursuant to this Ordinance, the District may exercise the power of eminent domain outside the District's existing boundaries only with the prior specific and express approval of the Board of County Commissioners of Miami-Dade County.

Section 14. This Board hereby accepts that Declaration of Restrictive Covenants proffered by the owners of the lands within the jurisdiction of the North Dade Community Development District, in connection with the petition submitted by Down Under Doral, LLC, and approved herein.

Section 15. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 16. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance shall be excluded from the Code of Miami-Dade County.

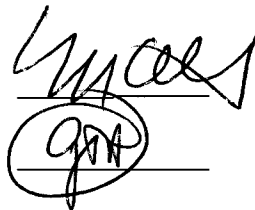
Section 17. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as  
to form and legal sufficiency:

Prepared by:

Gerald T. Heffernan

The block contains two handwritten signatures. The top signature is in cursive and appears to be 'L. Moore'. Below it is a signature that looks like 'GTH' inside a circle, with a horizontal line underneath it.

**RESOLUTION Z06 - 03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA SUPPORTING THE ESTABLISHMENT OF THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Down Under Doral, LLC., ("Applicant") has requested a resolution supporting the establishment of the North Dade Community Development District; and

**WHEREAS**, Applicant has requested the rights to exercise all powers provided for in Sections 190.06 and 190.41, Florida Statutes; and

**WHEREAS**, the areas which will be enforced by the District include earth work, waste water, water supply system, surface water management, roads, paving, and landscaping; and

**WHEREAS**, the proposed Community Development District will allow the Applicant to seek approval from the County to create the District for the construction and financing of public infrastructure required to service this project; and

**WHEREAS**, the City Council, after careful review and deliberation, and the recommendation of staff, determined that it is in the best interests of the citizens of the City of Doral to support the establishment of the North Dade Community Development District, subject to conditions;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution upon adoption hereof.

**Section 2.** The City Council of the City of Doral hereby supports Applicant's application for the establishment of the North Dade Community Development District, subject to the following conditions:

1. The City of Doral will be named as a beneficiary in the Declaration of Restrictions proffered to Miami-Dade County.
2. The City of Doral will be allowed to appoint two of the five original members to the District.
3. The Community Development District documents shall specify that all site improvements shall be constructed to applicable Miami-Dade County and City of Doral, Public Work standards and procedures.
4. Any amendments or modifications to the petition on file with the City must be submitted for review and approval within 30 days of such changes.
5. All current names and contacts associated with the Community Development District and Declaration of Restrictions shall be submitted to the City of Doral Community Development Director, and kept up-to-date.
6. All proposed designs shall comply with all of the City of Doral guidelines, codes, ordinances and procedures.
7. This property shall be platted and recorded prior to any building permits being applied for. Final Plat must be approved by the City of Doral. Right-of-way requirement and improvements must seek City of Doral Public Works approval.
8. If the Community Development District is approved by the County, within 45 days of such approval, Applicant shall meet with the City of Doral Planning and Zoning and the City of

Doral Public Works Department and outline which roads, utility lines, and right-of-way improvements are to be dedicated and which ones are to be maintained by the Community Development District.

**Section 3.** This resolution shall become effective upon its passage and adoption by the City Council and is binding on all successors and assigns.

WHEREAS, on March 22, 2006 a motion to approve the Resolution was offered by Vice Mayor Cabrera , who moved its adoption. The motion was seconded by Councilman DiPietro and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Peter Cabrera	Yes
Councilmember Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes
Councilmember Robert Van Name	Yes

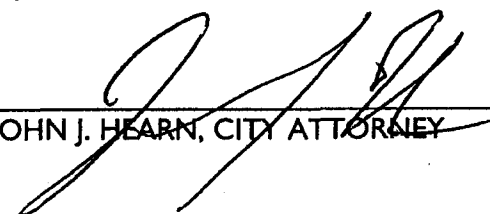
PASSED AND ADOPTED this 22<sup>nd</sup> day of March, 2006.

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA-HILL, CITY CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY FOR THE  
SOLE USE OF THE CITY OF DORAL:

  
\_\_\_\_\_  
JOHN J. HEARN, CITY ATTORNEY



**Exhibit 9**

**PROPOSED MIAMI-DADE COUNTY DECLARATION**


## AFFIDAVIT OF SURVEYOR

STATE OF FLORIDA )  
 ) SS  
COUNTY OF MIAMI-DADE )

BEFORE ME, the undersigned authority, personally appeared **OMAR ARMENTEROS**, (the "Affiant"), who upon being first duly sworn on oath deposes and says:

- 1) That **Affiant** is a licensed Land Surveyor of the State of Florida, under registration number 3679, and is the president of Ford, Armenteros & Manucy, Inc., located at 1950 NW 94<sup>th</sup> Avenue, 2<sup>nd</sup> Floor, Miami, Florida 33172.
- 2) That **Affiant** is personally familiar with the matters contained herein and is otherwise qualified to make this affidavit.
- 3) That **Affiant** has reviewed the metes and bounds Legal Description for the property known as "Beacon at Doral", a copy of which is attached to hereto and made part hereof as Exhibit "A."
- 4) That **Affiant** has reviewed Legal Description for the plat known as "Beacon at Doral", a copy of which is attached hereto and made part hereof as Exhibit "B."
- 5) That **Affiant** hereby certifies that the legal description set forth in Exhibit "A" describes one and the same lands depicted in Exhibit "B."

FURTHER AFFIANT SAYETH NOT.

  
OMAR ARMENTEROS, P.S.M.  
Surveyor and Mapper No. 3679  
State of Florida

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of October, 2006, by OMAR ARMENTEROS, as President of Ford, Armenteros and Manucy, Inc., a Florida corporation. He is personally known to me.

  
NOTARY PUBLIC, STATE OF FLORIDA

My Commission Expires:



**CYNTHIA M. CALDEVILLA**  
**MY COMMISSION # DD 228521**  
**EXPIRES: July 5, 2007**  
 Bonded Thru Budget Notary Services

This instrument was prepared by:  
Omar Armenteros, P.S.M.  
President  
Ford, Armenteros & Manucy, Inc.  
1950 NW 94<sup>th</sup> Avenue, Miami, FL 33172

Exhibit "A"

LEGAL DESCRIPTION

Tract 33 and portions of Tracts 34 and 35, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, of Section 29, Township 53 South, Range 40 East, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

A portion of LAKESIDE MEMORIAL PARK-NEGEV GARDENS, as recorded in Plat Book 90, Page 45 and a portion of LAKESIDE MEMORIAL PARK-AKIBA GARDENS, as recorded in Plat Book 142, Page 6 and including all of LAKESIDE MEMORIAL PARK-SAMARIA GARDENS, as recorded in Plat Book 142 at Page 9, all of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Begin at the center of said Section 29; thence South01deg26min22secEast along the East line of the Southwest 1/4 of said Section 29, for 329.66 feet; thence North89deg55min00secWest for 55.84 feet; thence South01deg26min22secEast for 15.71 feet (the previous two courses were coincident with a portion of the Northerly boundary of LAKESIDE MEMORIAL PARK-GALILEE GARDENS, as recorded in Plat Book 91, Page 3, of the Public Records of Miami-Dade County, Florida); thence West along the aforesaid Northerly boundary and along the Northerly boundary of said LAKESIDE MEMORIAL PARK-NEGEV GARDENS, for 332.95 feet; thence South, in part, along the Westerly boundary of said LAKESIDE MEMORIAL PARK-NEGEV GARDENS, for 317.14 feet; thence West for 920.79 feet; thence North01deg24min06secWest, along the West line of the East 1/2 of the Southwest 1/4 of said Section 29, for 664.68 feet; thence South89deg54min22secEast, along the North line of the Southwest 1/4 of said Section 29, for 1317.16 feet to the Point of Beginning.

**Exhibit "B"**

**ALL OF "BEACON AT DORAL", ACCORDING TO THE  
PLAT THEREOF AS RECORDED IN PLAT BOOK 164, AT  
PAGE 63 OF THE PUBLIC RECORDS OF MIAMI-DADE  
COUNTY, FLORIDA**

BEFORE THE BOARD OF COUNTY COMMISSIONERS  
OF MIAMI-DADE COUNTY, FLORIDA

IN RE:     AN ORDINANCE TO ESTABLISH             )  
          THE NORTH DADE                             )  
          COMMUNITY DEVELOPMENT DISTRICT     )

**PETITION**

Petitioner, **DOWN UNDER DORAL, LLC** (the "**Petitioner**"), a Florida limited liability company, hereby petitions the Board of County Commissioners of Miami-Dade County, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, as amended and supplemented (the "**Act**"), specifically this Petition is made pursuant to Section 190.005(2) of the Act, to establish a community development district with respect to the lands described herein. In support of the Petition, the Petitioner states:

1.     District Size. The proposed District (as defined below) is located within the City of Doral, Miami-Dade County, Florida. **Exhibit 1** depicts the general location of the proposed District. The proposed District covers approximately +/- 16.115 acres of land. The metes and bounds description of the external boundaries of the District is set forth on **Exhibit 2**. There is no real property within the proposed District which is to be excluded from the District.
2.     Consent. Attached to this Petition as **Exhibit 3** and made a part hereof is the written consent to the establishment of the District by the owners of one hundred percent (100%) of the real property to be included in the District.
3.     Board of Supervisors. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows<sup>1</sup>:
 

Greg McPherson  
Sandy Chen  
Mercedes Henderson  
Angel Rodriguez  
Miguel Avila
4.     District Name. The proposed name of the District to be established is North Dade Community Development District (the "**District**").
5.     Estimated Timetable and Costs. The proposed timetable for the construction and/or acquisition of the Public Infrastructure (as defined below) is shown on **Exhibit 4-A**. The estimated cost of constructing such Public Infrastructure, based on available data, is shown on

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<sup>1</sup> Pursuant to the City of Doral's approval of the District, the City of Doral will designate two (2) of the initial members of the Board of Supervisors.

**Exhibit 4-B.** The proposed timetable and estimated costs are submitted in good faith, but shall not be binding and may be subject to change.

6. **Major Water and Wastewater Facilities.** There are no existing major truck water mains, waste water interceptors and outfalls within the lands to be included in the District.

7. **District Use.** The future general distribution, location, and extent of public and private uses within the District are limited to residential sites and private recreational facilities. The proposed uses are consistent with the Local Government Comprehensive Planning and Land Development Regulation Act and including, without limitation, the future land use plan element of the Miami-Dade County Comprehensive Plan as amended and as adopted by the City of Doral in Section 8.03 of the City of Doral Charter. The future land use map of the Miami-Dade County Comprehensive Plan designates the land area within the legal description of the land to be serviced by the proposed District as low density. See the immediately succeeding paragraph below regarding current development rights. The future land use map is shown on **Exhibit 5.** The Petitioner intends that the District will finance:

7.1 Storm water management and control systems;

7.2 Water distribution and wastewater collection and transmission facilities;

7.3 Offsite roadway improvements; and

7.4 Engineering fees, survey fees, and related incidental costs (collectively, the **"Public Infrastructure"**). The water distribution and wastewater collection and transmission facilities within the District will be financed by the District and upon completion ownership will be conveyed to the Miami-Dade County Water and Sewer Department. The storm water management and control systems will be owned and maintained by the District. **Exhibit 6** depicts the public roadways to be owned by Miami-Dade County.

8. **Land, Zoning, and Density.** The proposed District is coterminous with that certain development titled "Milan by Lennar a/k/a Beacon at Doral a/k/a Lakeside Memorial". The current zoning permits development of the subject property with up to one hundred seventy six (176) residential dwelling units with a maximum density of ten (10) units per acre.

9. **Estimated Regulatory Costs.** **Exhibit 7** is a statement of estimated regulatory costs prepared in accordance with the requirements of Section 120.541, Florida Statutes.

10. **District Special Powers.** In addition to those general powers provided in Section 190.001 of the Act, the Petitioner hereby requests that the proposed District be granted the right to exercise all powers provided for in Section 190.012(2)(a)-(b), (d) of the Act.

11. **Authority; Notice.** The Petitioner is acting on behalf of itself as a landowner, and Lennar Homes, Inc., a Florida corporation (**"Lennar"**) is acting on behalf of itself as a landowner and as attorney-in-fact for other landowners, currently owns one hundred percent (100%) of the real property to be included within the proposed District. The Petitioner will be responsible for the Public Infrastructure which will be either constructed by the Petitioner and acquired by the District or constructed by the District, as the case may be. Copies of all correspondence and

official notices should also be sent to: Patricia "PK" Fletcher, Esq., c/o Patricia Kimball Fletcher, P.A., 200 South Biscayne Boulevard, Suite 3400, Miami, Florida 33131.

12. City of Doral Consent. Pursuant to Resolution Z06-03, attached hereto as Exhibit 8, the City of Doral supports the Petitioner's application for the establishment of the District. The Petitioner will comply with the requirements of Resolution Z06-03.

13. Special District. The property within the proposed District is amenable to operating as an independent special district for the following reasons:

13.1 Establishment of the District and all land uses and services planned within the proposed District are consistent with applicable elements and portions of the effective Miami-Dade County Comprehensive Development Master Plan, as amended and as adopted by Section 8.03 the City of Doral Charter.

13.2 The area of land within the proposed District is part of a unified plan of development for a development plan that has been or may be approved by Miami-Dade County. The land encompassing the proposed District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.

13.3 The community development services of the District will be compatible with the capacity and use of existing local and regional community development services and facilities.

13.4 The proposed District will be the best alternative available for delivering community development services to the area to be served because the District provides a governmental entity for delivering those services and facilities in a manner that does not financially impact persons residing outside the District.

14. Disclosure. The Petitioner undertakes on behalf of itself and, to the extent applicable, on behalf of the District, that the District will provide full disclosure of information relating to the public financing and maintenance of improvements to real property to be undertaken by the District, as required by Section 190.009 of the Act and as required by Miami-Dade County. Attached as Exhibit 9 is the proposed Declaration to be recorded upon Miami-Dade County's approval of the District which contains the substance of numerous disclosures to be provided to all purchasers within the District. Attached as Exhibit B to the proposed Declaration is a form of CDD Disclosure to be provided to all purchasers within the District and which contains full disclosure of information relating to the public financing and maintenance of improvements to be undertaken by the District.

15. Miscellaneous Items. Attached as Exhibit 10 is the Declaration for Milan by Lennar, recorded in Official Records Book 24666, Page 2537 of the Public Records of Miami-Dade County, Florida. Furthermore, attached as Exhibit 11 is a letter from Richard Hans, Vice President of Governmental Management Services-South Florida, LLC, that states that Mr. Hans is anticipated to be the District Manager of the proposed District. Finally, attached as Exhibit 12 are resumes of each proposed initial member of the Board of Supervisors.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

**WHEREFORE**, the Petitioner respectfully requests the Board of County Commissioners of Miami-Dade County, Florida to:

Hold a public hearing as required by Section 190.005(2)(b) of the Act to consider the establishment of the North Dade Community Development District; and

Enact an ordinance pursuant to Section 190.005(2) of the Act granting this Petition and establishing the North Dade Community Development District.

Respectfully submitted this 14<sup>th</sup> day of August, 2006.

DOWN UNDER DORAL, LLC,  
a Florida limited liability company, as Petitioner

By: 

Name: Michael Lattener

Title: Manager/Member

Down Under Doral, LLC  
13 S.W. 7<sup>th</sup> Street  
Miami, Florida 33130





Exhibit A

LEGAL DESCRIPTION

ALL OF BEACON AT DORAL, ACCORDING TO THE PLAT THEREOF AS  
RECORDED IN PLAT BOOK 164, AT PAGE 63 OF THE PUBLIC RECORDS OF  
MIAMI-DADE COUNTY, FLORIDA.

STATE OF FLORIDA )  
 ) SS  
COUNTY OF MIAMI-DADE )

On this 11 day of August, 2006, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Greg McPherson, who, after being duly sworn, deposes and says:

6. Affiant, Greg McPherson, an individual, is a Vice President of Lennar Homes, Inc., a Florida corporation (the "Company").
7. The Company is one (1) of the owners or the attorney-in-fact of the other owners, except Down Under Doral, LLC, a Florida limited liability company, of the following described property, to wit:

See Exhibit A attached hereto (the "Property").

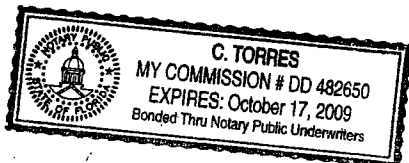
8. Affiant, Greg McPherson, hereby represents that he has full authority to execute all documents and instruments on behalf of the Company, including all documents and instruments necessary to enact an ordinance to establish the North Dade Community Development District (the "Proposed CDD").
9. The Property represents all of the real property to be included in the Proposed CDD.
10. Affiant, Greg McPherson, on behalf of the Company, as one (1) of the owners of the Property in the capacity described above, hereby consents to the establishment of the Proposed CDD.

FURTHER, AFFIANT SAYETH NAUGHT.

  
\_\_\_\_\_  
Greg McPherson

Subscribed and sworn to before me this 11 day of August, 2006, by Greg McPherson, a Vice President of Lennar Homes, Inc., a Florida corporation, who personally appeared before me, ☒ is personally known to me or ☐ produced \_\_\_\_\_ as identification.

[NOTARIAL SEAL]



Notary: C. Torres  
Print Name: Clarissa Torres  
Notary Public, State of Florida  
My Commission Expires: October 17, 2009

**Exhibit A**

**LEGAL DESCRIPTION**

**ALL OF BEACON AT DORAL, ACCORDING TO THE PLAT THEREOF AS  
RECORDED IN PLAT BOOK 164, AT PAGE 63 OF THE PUBLIC RECORDS OF  
MIAMI-DADE COUNTY, FLORIDA.**

# JOINDER BY MORTGAGEE

The undersigned, LENNAR HOMES, LLC,<sup>\*</sup> the mortgagee under that certain Mortgage, Purchase Money Second Mortgage recorded in Official Records Book 23203 at Page 4627, of the Public Records of Miami-Dade County, Florida, as amended, encumbering the property described in the foregoing Petition to Establish the North Dade Community Development District (herein, the "**Petition**"), does hereby acknowledge that the terms of the Petition are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 5 day of December, 2006.

## WITNESSES:

LENNAR HOMES, LLC,  
a Florida limited liability company, formerly  
known as Lennar Homes, Inc.

Print Name: B.A. Maristany

By: [Signature]

Name: Rey Melendi

Print Name: Maggie Sierra

Title: Vice President

\* formerly known as Lennar Homes, Inc. [SEAL]

STATE OF FLORIDA )

) SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 5 day of December, 2006, by Rey Melendi as Vice President of LENNAR HOMES, LLC, a Florida limited liability company,\* who is personally known to me or to me or who produced as identification, on behalf of the entity.

My commission expires:

[Signature]  
NOTARY PUBLIC, State of Florida

Print name: Mercedes Henderson

\* formerly known as Lennar Homes, Inc.

JOINDER BY MORTGAGEE

The undersigned, WACHOVIA BANK, NATIONAL ASSOCIATION, the mortgagee under that certain Mortgage, Security Agreement and Fixture Filing recorded in Official Records Book 23203 at Page 4590, of the Public Records of Miami-Dade County, Florida, as amended, encumbering the property described in the foregoing Petition to Establish the North Dade Community Development District (herein, the "Petition"), does hereby acknowledge that the terms of the Petition are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 16<sup>th</sup> day of October, 2006.

WITNESSES:

WACHOVIA BANK, NATIONAL ASSOCIATION, AS AGENT

Irina Shkolnik  
Print Name: Irina Shkolnik

Myrsha Becker  
Print Name: Myrsha Becker

By: Philip Lyew  
Name: Philip Lyew  
Title: VP

[SEAL]

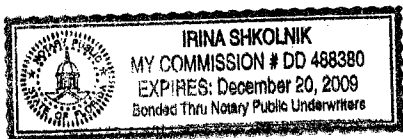
STATE OF FLORIDA )  
 ) SS.:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of October, 2006, by Philip Lyew as Vice President of WACHOVIA BANK, NATIONAL ASSOCIATION, AS AGENT, who is personally known to me or to me or who produced as identification, on behalf of the entity.

My commission expires:

Irina Shkolnik  
NOTARY PUBLIC, State of Florida

Print name: Irina Shkolnik



**Exhibit 4-A**

**NORTH DADE COMMUNITY DEVELOPMENT DISTRICT  
GOOD FAITH ESTIMATED CONSTRUCTION TIME TABLE**

	<u>Start</u>	<u>Finish on or before</u>
On-Site Storm Water Management System including, without limitation, onsite drainage and lakes	7/05	Completed
On-Site Water Distribution System and Waste Water Collection and Transmission Facilities including, without limitation, force main and pump station	7/05	Completed
Offsite Storm Water Management System	7/05	Completed
Offsite Public Roadways including, without limitation, sidewalk improvements, paving, concrete, and pavement markings	7/05	Completed

**Exhibit 4-B**

**NORTH DADE COMMUNITY DEVELOPMENT DISTRICT  
GOOD FAITH COST ESTIMATE<sup>†</sup>**

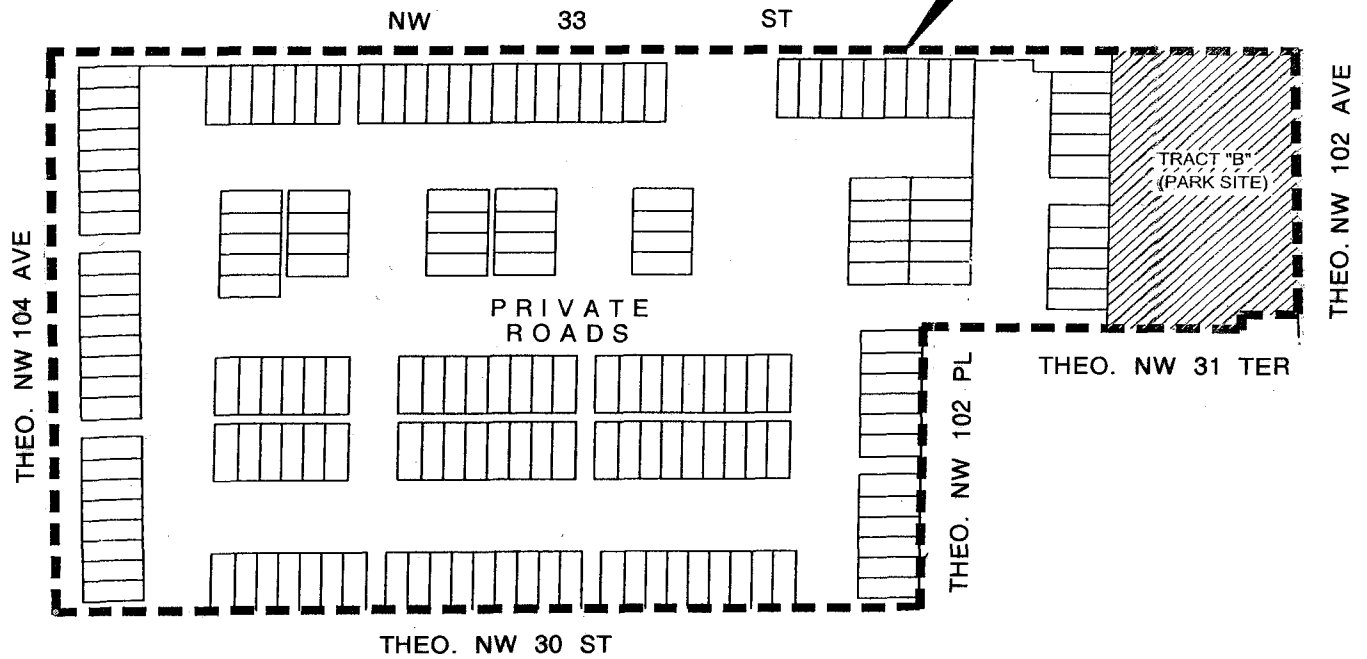
On-Site Storm Water Management System including, without limitation, onsite drainage and lakes	\$643,817.00
On-Site Water Distribution System and Waste Water Collection and Transmission Facilities including, without limitation, force main and pump station	\$1,031,653.00
Offsite Storm Water Management System	\$89,167.00
Offsite Public Roadways including, without limitation, sidewalk improvements, paving, concrete, and pavement markings	\$85,785.00
<b>TOTAL</b>	<b>\$1,850,422.00</b>

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<sup>†</sup> See also the Statement of Estimated Regulatory Costs attached hereto. The above good faith estimates include engineering fees, survey fees, and related incidental costs.



# DISTRICT BOUNDARIES



## NORTH DADE

COMMUNITY DEVELOPMENT DISTRICT



(COMM. 012)

SECTION: 29-53-30

EXHIBIT "C"

29

# Greg A. McPherson

19261 S.W. 30 Street

Miramar, Florida 33029

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- Profile** Financial executive with over 10 years of financial, tax and operations experience with proven leadership, analytical and communication skills.
- Education** **Certified Public Accountant**  
State of Maryland - License No. 25688  
**Florida Atlantic University Boca Raton, Florida**  
Bachelor of Science in Business Administration – Accounting 1994
- Professional Experience**
- 1996 – Present Lennar Homes Developer/Builder Miami, Florida  
Regional Vice President of Finance
- Report to Regional President
  - Major role in creating off balance sheet structures through joint ventures, land bank funds and third party option deals.
  - Successfully building and managing high volume accounting and finance department of 30 associates. Responsible for complete accounting cycle, internal and external reporting, budgeting, financial modeling, cash flow analysis.
  - Responsible for negotiating all development and construction financing including conventional bank financing as well as negotiating and securing financing through Community Development Districts bonds where appropriate. Strategically managing banking relationships and a debt portfolio of over 25 loans with a total commitment of over \$800 million.
  - Active role in due diligence and analysis of potential land deals.
  - Responsible for the Broward and Dade Homebuilding Divisions, which close an average of 1,800 homes per year. Also, responsible for the Dade/Broward High Rise Division and the Dade/Broward Land Division.
  - Insure all divisions comply with corporate policies, including Fin 46 compliance for all land deals.
  - Responsible for becoming intimately involved with proposed markets including barriers to entry, capital requirements, competition, customer base, and other business plan components.
- 1994-1996 Catalina Lighting, Inc (NYSE – LTG) Miami, Florida  
Senior Financial Analysis
- Accountable for monthly, quarterly, and annual preparation of the Canadian, Asian, and Mexican subsidiaries.
  - Prepared monthly bank covenants.
  - Prepared monthly management reports for analysis.
  - Translated all foreign financial statements for consolidation purposes.
  - Responsible for preparation of segment consolidated financial statements.
  - Prepared federal and state tax returns
- 1992-1994 Jacobson Ocariz & Gitlin, LLP  
Staff Accountant
- Responsible for review of corporate, partnership and high net worth individuals' federal and state compliance requirements.
  - Participated in audits and reviews.
  - Communicated with clients on a daily basis.
  - Performed various review projects.

**Sandy Chen**  
14259 N.W 18<sup>th</sup> Manor  
Pembroke Pines, FL 33028

**EXPERIENCE**

**Lennar Homes**

June 2005 to present

Division Controller

In charge the Dade Broward Land division accounting department.

Mar. 2004 to June 2005

Land Assistant Controller

- Responsible for overall financial reporting of land joint ventures in accordance with joint venture agreements. Accurately prepared and distributed monthly financial packages to partners and Lennar Corporate Accounting Group.
- Maintain calendar for JV & third party land purchases and takedown schedules.
- Responsible for all JV cash disbursements and cash balance. Follow up with lending institutions to ensure proper cash management. Ensure all cash calls are booked correctly and reconcile investment balances.
- Maintain job cost reporting for land development, review land development budget and timeline with project manager to ensure land budget are updated timely.
- Prepare corporate month end schedules land not owned, FIN 46, third party land projections, and finance pipe line.
- Review and analyze land purchase contracts to ensure deposits will be made timely.
- Prepare financial models (Vestacalcs) of land deals for corporate approval. Request for corporate JV approval if the land deal is acquired through joint venture.
- Assist and coordinate land acquisition closing by working closely with lending institutions and attorneys. Prepare packages to bank for bank finance on land deals and work with corporate legal department to ensure Request for Board or Board Committee Action Form is approved by all committees before signing loan agreements.

**Brookfield Homes**

Sept. 2001 - Oct. 2002      **Pleasanton, CA**

Nov. 2002 - Mar. 2004      **Fort Lauderdale, FL**

Sr Accountant

- Responsibilities including but not limited to month end close with group consolidation, ensure proper eliminations are compiled with GAAP.
- Ensure financial statements are accurately presented by reconciled and maintained all balance sheet and P&L.
- Reconciling each individual entity's inter-company balances recorded and balance.
- Job cost reconciliation to ensure its sub ledger ties to general ledger at all time.
- Prepared all schedules and analysis reports in conjunction of year-end and interim audit.
- Assumed sole responsibility of loan draws(A&D Loan and Construction Loan with emphasis on cash flow by working closely with field superintendents and bank officers to maximize funds availability.
- Prepared and processed job cost relief for homesites for monthly closings. Review the job cost reports for all homes closing each month to review of overruns, miscodes, and proposed relief for each home.

**Fiberstars Inc., Fremont, CA**  
May 1999 – Sept. 2001

**Accounting Supervisor**

- Prepared and reconciled monthly and yearly fixed assets, prepaid, deposit and amortization schedules to general ledger.
- Booked, reconciled and maintained accruals to budget.
- Analyzed financial statements by compare actual to budget outlined variance with reasonable explanation and distributed to division's VP.
- In charged of month-end close with responsibilities to review 4 subordinates' work to ensure proper account coding and month end close process are in line.
- Interfaced with purchasing and receiving department to ensure proper cost center.

**Data Solution Computer Co., Ltd., Hong Kong**

Senior Staff Accountant (1996-1999)  
(Staff Accountant 1995-1996)

- Prepared of all tax filings as required by Hong Kong Inland Revenue.
- Maintained and developed local banking relationships to ensure maximum banking facilities are obtainable for better company financial position.
- Ensured all tax allowances are in adhering to Hong Kong Inland Revenue Department's tax guidelines.

**COMPUTER SKILLS**

- Microsoft Word, Excel, Expandable II, Solomon VII with FRX Crystal Reporting(Job Cost), Timberline with Job Cost, JD Edward, Essbase.

**EDUCATION**

**Nova Southeastern University Fort Lauderdale, FL**  
January 2003 - anticipated to graduate June 2007

- Master in Accounting

**Florida International University Miami, FL**  
1990 -1994

- Bachelor Degree of Business Administration in Finance, 1994.

# Mercedes Henderson

10907 S.W. 146 Place  
Miami, Florida 33186

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- Profile** Licensed CAM since 1998 working in all aspects of Property Management
- Education** **G. Holmes Braddock Senior High Miami, Florida (Graduated 1993)**
- Professional Experience** **2003 – Present Lennar Homes Developer/Builder Miami, Florida**  
**Director of Property Management for Dade Division**
- Oversee all Homeowner Associations, Condominiums, Condominium Conversions, Community Development Districts
  - Negotiate contracts on behalf of Associations
  - Budget preparation for Homeowners Associations and Condominiums
  - Create Condo/HOA Document Books that are recorded in Dade County.
  - Hiring and verify that all vendors are licensed and insured with no complaints on their records.
  - Attend monthly CDD, HOA and Condominium meetings as the president of developer controlled communities.
  - Day to Day operations of a Homeowners and Condominium Association.
  - Assist attorneys with the preparation of CDD Petitions and Declarations.
- 2002-2003 The Continental Group, Inc. Miami, Florida**  
**On-site Property Manager**
- On-site manager for Lakes by the Bay Homeowners Association.
  - Prepared annual budgets.
  - Prepared monthly management reports for analysis.
  - Monthly HOA meetings with homeowners.
  - Obtaining and preparing bid analysis for HOA approval.
  - Supervised all employees on-site.
- 2000-2003 Joenso Properties, Inc. Miami, FL**  
**Property Manager/Bookkeeper**
- Accounts Receivable/Accounts Payable
  - Preparation of files for attorney for collection.
  - Communicated with clients on a daily basis.
  - Preparation of monthly management reports.
  - Oversee all employees in the communities.

# Angel R. Rodriguez, CPA

13221 S.W. 146<sup>th</sup> Street

Miami, Florida 33186

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**Profile** Contoller for a Miami based hi-rise developer.

**Education** **Florida International University – Graduated June 1995**  
BBA in Accounting

**Florida International University – Present**  
Working on MBA

**Miami Dade Community College – Graduated July 1992**  
AA in Business Administration

**Professional Experience** Feb. 2006 – Present Lennar Developers, Inc. Developer/Builder Miami, Florida  
Division Controller

- Oversee accounting for Lennar's Dade/Broward Hi-Rise Division, currently staffed with two Assistant Controllers and a Revenue Accountant.
- Create, manage and oversee the construction budget of hi-rise projects.
- Manage construction loan budgets and cash requirements for each hi-rise project.
- Projection of division results and variance analysis in Hyperion database.

Sep. 2003 – Feb. 2006 Lennar Homes , Inc. Developer/Builder Miami, Florida  
Assistant Controller

- Preparation and management of project budgets
- Accounting and coding of vendor invoices
- Review and execute Purchase Agreements
- Prepare bank draws based on construction loan budget
- Preparation of month-end close process, including journal entries and accruals.

# Miguel A. Avila

16536 S.W. 51 Terrace

Miami, Florida 33185

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- Profile** Financial executive with over 10 years of financial and operations experience with proven leadership, analytical and communication skills.
- Education** **Florida International University Boca Raton, Florida**  
Bachelor of Science in Business Administration – Accounting
- Professional Experience** 1994 – Present Lennar Homes Developer/Builder Miami, Florida  
Division Controller for Dade Homebuilding (2005- present)
- Report to Regional Controller.
  - Major role in creating off balance sheet structures through joint ventures, land bank funds and third party option deals.
  - Successfully building and managing high volume accounting and finance department of 12 associates. Responsible for complete accounting cycle, internal and external reporting, budgeting, financial modeling, cash flow analysis.
  - Manage 3 condo conversion joint ventures.
  - Responsible for the Dade Homebuilding Division, which close an average of 1,300 homes per year and \$300 million in sales revenues.
  - Insure division compliance with corporate policies, including Fin 46 compliance for all land deals.
  - Perform actual vs. budget variance analysis on multiple residential projects in Dade County.
  - Participated in audits and reviews.

This instrument was prepared by:	
Name:	PATRICIA KIMBALL FLETCHER, ESQ. PATRICIA KIMBALL FLETCHER, P.A. DUANE MORRIS LLP
Address:	200 South Biscayne Boulevard, Suite 3400 Miami, Florida 33131
(Space Reserved for Clerk)	

### DECLARATION OF RESTRICTIVE COVENANTS

**WHEREAS**, the undersigned Owner holds the fee simple title to the land described in the attached **Exhibit A** (the "**Property**"), located in Miami-Dade County, Florida (the "**County**"); and

**WHEREAS**, Owner desires to provide certain covenants to the County Board of County Commissioners (the "**Board**") in support of a Petition (the "**Petition**") for creation of the **North Dade Community Development District** (the "**District**") filed \_\_\_\_\_, and approved pursuant to Ordinance No. \_\_\_\_\_ enacted by the Board on \_\_\_\_\_, 2006 (the "**Ordinance**"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

**WHEREAS**, among those covenants are provisions for the timely, accurate, and enforceable disclosure, to all prospective initial purchasers who have entered or will enter into contracts for improved residential units within the Property (each a "**Prospective Initial Purchaser**"), of the obligation to pay to the District: (1) the pro-rata share for each Dwelling Unit (defined below) of the cost of the acquisition, construction, reconstruction, and equipping of certain public infrastructure which benefit the Property either as a one time assessment at the time of closing or as an annual assessment based on the debt service on bonds to be issued by the



District to finance such capital costs until such bonds are retired (collectively "Capital Assessments"), and (2) the costs associated with (i) operations of the District including administration ("Operations Assessments") and (ii) maintenance of public infrastructure by the District ("Infrastructure Maintenance Assessments"; Operations and Infrastructure Maintenance Assessments are hereinafter collectively referred to as "Administrative Assessments"); and

WHEREAS, other covenants made by Owner include provisions for the long-term maintenance of infrastructure serving the Property including, but not limited to, roadways, drainage, and landscaping; and

WHEREAS, such covenants of Owner are made in order to assure the Board that the representations made by Owner in support of the Petition will be abided by,

NOW, THEREFORE, Owner freely, voluntarily, and without duress, and on behalf of its heirs, successors, and assigns, makes the following Declaration of Restrictive Covenants covering and running with the Property (this "Declaration"):

1. COVENANTS.

1.1 Public Records Notice of Existence of District. This Declaration shall serve as notice in the public records of the County that unless the District is terminated in accordance with the requirements of Chapter 190, Florida Statutes, and such termination is reflected in the public records of the County, the Property and all lands, parcels, lots, and units located within the District's boundaries are subject to the Capital Assessments and Administrative Assessments levied and imposed by the District, subject only to the exceptions or exemptions from such assessments expressly provided by Florida law.

1.2 CDD and Purchase Contract Notices.

1.2.1 Owner shall be required to provide to each Prospective Initial Purchaser of an improved individual residential lot or unit within the Property (individually, a "**Dwelling Unit**") written notice of the estimated annual Capital Assessments and Administrative Assessments (the "**CDD Notice**") to be imposed on such individual Dwelling substantially in the form attached hereto as **Exhibit B** prior to, or contemporaneously with, the execution of a purchase and sale contract ("**Purchase Contract**") for such Dwelling Unit. For the purposes of this Declaration, the term "**Owner**" means each seller of Dwelling Units within the Property. Notwithstanding the foregoing, if a Prospective Initial Purchaser executed a Purchase Contract before the effective date (10 days after enactment) of the Ordinance (the "**Effective Date of the Ordinance**") but was not given an contemporaneous CDD Notice, Owner may still give the CDD Notice to such Prospective Initial Purchaser; provided, however, such CDD notice must be given **together with** the following written notice and must be sent to such Prospective Purchaser by certified mail, professional overnight delivery or hand delivery, with return receipt, not later than the first business day following the Effective Date of the Ordinance:

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF **\$28,566.00**. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF **\$13,839.00** IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF **\$952.00** FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH

ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

Owner shall promptly refund any amounts due under the foregoing notice if a Prospective Initial Purchaser properly rescinds a Purchase Contract during the time provided. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to the foregoing notice.

1.2.2 Owner shall also provide substantially the following disclosure ("**Purchase Contract Notice**") on the first page of each Purchase Contract executed after the Effective Date of the Ordinance for a Dwelling Unit within the Property, immediately after disclosure of the purchase price for the Dwelling Unit:

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$28,566.00. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$13,839.00 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$952.00 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. INITIAL PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. INITIAL PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT

INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

PURCHASER'S INITIALS: \_\_\_\_\_

Owner shall cause each Prospective Initial Purchaser to initial the Purchaser Contract Notice where indicated.

1.3 Relief to Prospective Initial Purchaser for Owner Default.

1.3.1 Owner shall provide relief, in the manner provided by this Section 1.3 to any Prospective Initial Purchaser who has not yet closed on a Dwelling Unit if any one of the following events shall occur (an "**Owner Default**"):

1.3.1.1. Owner fails to provide a timely CDD Notice or Purchase Contract Notice as required; **and/or**

1.3.1.2. Owner provides a timely CDD Notice; however, such CDD Notice underestimates the aggregate or monthly actual Administrative Assessments for the District's first three fiscal years by more than five percent (5%); **and/or**

1.3.1.3. Owner provides a timely CDD Notice and/or Purchase Contract; however, such CDD Notice and/or Purchase Contract Notice underestimates the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/ or monthly actual Annual Capital Assessments by more than five percent (5%).

1.3.2 In the event of any Owner Default that is not cured by a timely Late Notice (as hereinafter defined), a Prospective Initial Purchaser may, in writing (a "**Termination Notice**"), elect to rescind the Purchase Contract at any time prior to closing. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser

regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to this provision.

1.3.3 Prior to the receipt of a Termination Notice from a Prospective Initial Purchaser affected by an Owner Default, Owner shall have an opportunity to cure any Owner Default by providing a written notice (a "**Late Notice**") to such affected Prospective Initial Purchaser (i) prior to closing and (ii) within the later of ninety (90) days from (x) the date of execution of the Purchase Contract or (y) the Effective Date of the Ordinance (the "**Cure Period**"). If the Owner Default set forth in Section 1.3.1.3 is due solely to a fluctuation of interest rates on the bonds once the pricing of the bonds is completed, Owner shall have the opportunity to cure such Owner Default by providing a written notice setting forth the new annual Capital Assessments to such affected Prospective Initial Purchaser (the "**Extended Late Notice**") no later than the earlier of (i) the closing date of the Dwelling Unit or (ii) ninety (90) days from the pricing of the bonds (the "**Extended Cure Period**"). An Owner Default **cannot** be cured as to an affected Prospective Initial Purchaser after the expiration of the applicable Cure Period or applicable Extended Cure Period. If Owner provides (i) a Late Notice to a Prospective Initial Purchaser during the applicable Cure Period or (ii) an Extended Late Notice during applicable Extended Cure Period, then such Prospective Initial Purchaser may still elect to rescind the Purchase Contract at anytime for a period of thirty (30) days following receipt of Late Notice or Extended Late Notice. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the

Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who receives an accurate Late Notice or Extended Late Notice during the Cure Period or Extended Cure Period, as applicable, regardless of whether the Prospective Initial Purchaser elects to rescind the Purchase Contract.

1.3.4 Every Late Notice or Extended Late Notice sent by Owner to a Prospective Initial Purchaser must include the following in bold type in a font at least as large as the largest font in such Late Notice or Extended Late Notice (*with correct type of notice indicated*):

**THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS IS A [LATE NOTICE or EXTENDED LATE NOTICE] UNDER SUCH DECLARATION. IF OWNER PROVIDES YOU WITH THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, THEN YOU AS A PROSPECTIVE INITIAL PURCHASER MAY STILL ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS [LATE NOTICE or EXTENDED LATE NOTICE]. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES PROVIDED IN SECTION 1.4 OF THE DECLARATION SHALL BE AVAILABLE TO YOU AS A PROSPECTIVE INITIAL PURCHASER IF YOU RECEIVE THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, REGARDLESS OF WHETHER YOU AS A PROSPECTIVE INITIAL PURCHASER ELECT TO RESCIND THE PURCHASE CONTRACT.**

1.3.5 If the Owner Default involves the failure to provide a Purchase Contract Notice or Owner provided a Purchase Contract Notice in substantially the correct form and location; however, such Purchase Contract Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the annual Capital Assessments by more than five percent (5%), then the Late Notice or Extended Late Notice shall also contain the following:

YOUR PURCHASE CONTRACT PROVIDES THAT THE PURCHASE PRICE FOR YOUR DWELLING UNIT IS AS FOLLOWS: *[INSERT PURCHASE PRICE INFORMATION]*. THIS DWELLING UNIT IS OR WILL BE WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF **\$28,566.00**. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF **\$13,839.00** IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF **\$952.00** FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID IN FULL AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

1.3.6 If the Owner Default involves the failure to provide a CDD Notice or Owner provided a timely CDD Notice; however, such CDD Notice underestimated (i) the actual aggregate Administrative Assessments for each of the District's first three fiscal years by more than five percent (5%) and/or (ii) the actual Capital Assessment, if paid in full at closing,

by more than five percent (5%) and/or the actual annual Capital Assessment by more than five percent (5%), then the Late Notice or Extended Late Notice must also include a CDD Notice, if the Owner Default involves a failure to provide a CDD Notice or an accurate revised CDD Notice, if the Owner Default involves a timely but inaccurate CDD Notice.

1.4 Relief to a Prospective Initial Purchaser Who Actually Closes on a Dwelling Unit After an Uncorrected Owner Default.

1.4.1 In the event Owner fails to give a Prospective Initial Purchaser a timely CDD Notice, and such failure is not corrected by a timely and accurate Late Notice, then a Prospective Initial Purchaser that closes on the Dwelling Unit ("**Actual Initial Purchaser**") may demand, in writing, that Owner pay such Actual Initial Purchaser (i) the amount necessary to prepay all Capital Assessments principal, and interest on such Capital Assessments principal due through the next applicable bond payment date respecting the Dwelling Unit *plus* (ii) an amount equal to the sum of the share of the actual Administrative Assessments levied by the District on such Dwelling Unit for the District's first three (3) fiscal years immediately following the closing respecting the Dwelling Unit.

1.4.2 In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments (as set forth in Table 1 of the CDD Notice) by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice or (ii) a timely CDD Notice and no Purchase Contract Notice, if applicable, and the CDD Notice underestimated the actual Capital Assessment, if paid in full at closing by more than five percent (5%) and/or the actual annual Capital Assessments by more than five percent (5%) and



such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner (a) pay such actual Initial Purchaser, in the event he or she elects to pay the Capital Assessment in full at closing, an amount equal to the difference between the actual Capital Assessment due at closing and the estimated Capital Assessment due at closing disclosed in the CDD Notice to the Actual Initial Purchaser or pay such Actual Initial Purchaser, in the event he or she elects to pay an annual Capital Assessment, an amount equal to the difference between the actual aggregate amount of annual Capital Assessments, calculated over the term of the bonds, levied and imposed by the District on such Dwelling Unit and the aggregate amount of estimated annual Capital Assessments, calculated over the term of the bonds, actually disclosed in the CDD Notice to the Actual Initial Purchaser or, (b) if less, the amount necessary to prepay all Capital Assessments principal and interest on such Capital Assessments principal through the next applicable bond payment date with respect to the Dwelling Unit.

1.4.3 In the event that Owner gave an Actual Initial Purchaser a timely CDD Notice and such CDD Notice underestimated the actual annual Administrative Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner pay such Actual Initial Purchaser an amount equal to the difference between the actual amount of the Administrative Assessments levied and imposed by the District on such Dwelling Unit and the amount of estimated Administrative Assessments disclosed to the Actual Initial Purchaser in the CDD Notice calculated for the District's first three (3) fiscal years immediately following the closing based on the initial actual annual Administrative Assessments.

1.4.4 Upon such demand by an Actual Initial Purchaser under this Section 1.4, Owner shall deliver the applicable amount to the Actual Initial Purchaser within ten (10) calendar days after: (1) receipt of written demand, or (2) after the date Capital Assessments and Administrative Assessments first become payable, whichever is later, unless Owner and Actual Initial Purchaser agree to another manner or time of payment. An Actual Initial Purchaser shall provide to Owner written notice of election of remedy in this Section on or before one (1) year after the earlier of (1) the date that Capital Assessments and Administrative Assessments first appear on the Actual Initial Purchaser's Combined Real Property tax bill for the affected Dwelling Unit or (2) if such assessments are directly billed by the District and do not appear on the Actual Initial Purchaser's Combined Real Property tax bill, then the date that such Capital Assessment and Administrative Assessments first appear on any bill sent to the Actual Initial Purchaser by the District for the affected Dwelling Unit. After the expiration of that year, Owner shall not be obligated to provide any relief to such Actual Initial Purchaser under this Declaration.

1.4.5 Nothing in this Section 1.4 shall be construed to relieve any Actual Initial Purchaser of the individual Dwelling Unit of liability for all lawful taxes and assessments including, but not limited to, any tax liability resulting from Owner's payments to such Actual Initial Purchaser under Section 1.4.

1.5 Additional Disclosure through District Sign. Owner shall display at every entrance to a sales office or area, in a conspicuous location readily available for viewing by Prospective Initial Purchasers of Dwelling Units, a sign with information about the District. The remedy provisions discussed in Section 1.4 shall not apply to this Section. Such sign(s) shall be

no smaller than twenty-four inches by thirty-six inches (24" x 36"), and shall contain the following language in substantially similar form in large, boldface type:

NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN MILAN BY LENNAR. A PURCHASER OF PROPERTY IN MILAN BY LENNAR WILL BE OBLIGATED TO PAY ANNUAL ASSESSMENTS TO AMORTIZE THE DEBT AND FOR DISTRICT ADMINISTRATION, WHICH AMOUNTS ARE SEPARATE FROM THE PURCHASE PRICE OF THE PROPERTY AND OTHER ASSESSMENTS ON THE PROPERTY, AND WHICH MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. THE TOTAL ANNUAL ASSESSMENTS VARY IN RELATION TO THE INFRASTRUCTURE BENEFIT ALLOCATED TO THE PROPERTY ASSESSED, AND ARE EXPECTED TO APPEAR ON A PURCHASER'S PROPERTY TAX BILL EACH YEAR, BUT MAY BE BILLED DIRECTLY BY THE [INSERT NAME OF DISTRICT]. A PURCHASER SHALL HAVE THE OPTION TO PAY IN FULL AT ANY TIME THE PRO RATA SHARE, AS ALLOCATED TO THE PURCHASER'S PROPERTY, OF THE TOTAL AMOUNT OF DISTRICT CAPITAL ASSESSMENTS DUE. FOR FURTHER INFORMATION ON THE MILAN BY LENNAR AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT: RICH HANS, GOVERNMENTAL MANAGEMENT SERVICES - SOUTH FLORIDA, LLC, 4802 WEST COMMERCIAL BOULEVARD, FORT LAUDERDALE, FLORIDA 33319, (954) 733-9953.

1.6 Inspection of District Records by County Representatives. Owner shall allow or provide for the District to allow County representatives to review all pertinent records in order to assess the overall performance of Owner in providing timely and accurate disclosure of estimated Capital Assessments and Administrative Assessments on Dwelling Units within the District. Prompt access shall be provided without prior notice of inspection by the County representatives, but only during normal business hours and without disruption of sales operations. The purpose of such inspection is only to determine Owner's overall compliance

with the aforementioned notice requirements and such inspection shall not authorize the County to seek any relief provided under Section 1.4, either on behalf of itself or on behalf of any Prospective Initial Purchaser or Actual Initial Purchaser.

1.7 Sole Provider of Water, Wastewater, and Reuse Service. Owner acknowledges and agrees that the Miami-Dade County Water and Sewer Department ("**WASD**"), or its successor agency or department, shall be the exclusive provider of water, wastewater, and reuse service to all lands within the Property. Service shall be provided by WASD in accordance with its general policies and procedures for providing service throughout the County.

1.8 Application for Multi-Purpose Special Taxing District to Maintain Infrastructure. The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, however, on or before the recording of a final plat on any portion of the Property, Owner shall apply to the Board for the creation of a multi-purpose special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, walls, and landscaping, as applicable. Upon approval of the multi-purpose special taxing district by the Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, both the District and any homeowners' or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the public records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to

be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes the Board and its officials, employees, and agents to enter upon the Property if the special taxing district is activated for the purpose of maintaining the infrastructure serving the Property. Owner further agrees to apply, at the time of plat, replat, or waiver of plat, as applicable, to provide for an easement for the benefit of the County and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the County, the public shall have a right of perpetual access and use in those portions of the Property on which the infrastructure is located including, but not limited to, the roadways serving the Property.

## 2. BENEFITS AND ENFORCEMENT.

2.1 The covenants set forth in Sections 1.2, 1.3 and 1.4 shall run and be in favor of and to the benefit of Prospective Initial Purchasers and Actual Initial Purchasers of individual Dwelling Units within the Property, and their heirs, successors, and assigns, and shall be enforceable exclusively by such persons. After an individual Dwelling Unit has been once conveyed to an Actual Initial Purchaser, no further notice shall be required to be provided by Owner to any purchaser of a Dwelling Unit if the same has been improved with a residence. If a Dwelling Unit is conveyed as unimproved land, then such Dwelling Unit shall not be deemed to have been conveyed to a Prospective Initial Purchaser or Actual Initial Purchaser, and all of the covenants set forth in Sections 1.2, 1.3 and 1.4 shall apply to the Dwelling Unit and any Owner offering such Dwelling Unit for sale to Prospective Initial Purchasers.

2.2 The covenants set forth in Sections 1.6, 1.7 and 1.8 shall run and be in favor of and to the benefit of the County or any successor municipal government, and shall be enforceable exclusively by such governmental entity.

2.3 Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. The prevailing party in any action or suit pertaining

to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for attorney and paraprofessional fees and costs and expenses and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

3. COVENANT RUNNING WITH THE LAND.

This Declaration on the part of Owner shall constitute a covenant running with the land and shall be recorded, at the expense of Owner in the public records of the County, following the acceptance by the Board of an ordinance approving the creation of the District, and shall remain in full force and effect and be binding upon the undersigned Owner, and its successors and assigns, until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and litigation upon, all present and future owners of the Property and for the public welfare. Owner, on behalf of itself and its heirs, successors, and assigns, acknowledges that acceptance of this Declaration does not in any way obligate the County to undertake the construction or maintenance of any infrastructure or any other duty or obligation of the District.

4. TERM.

This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the County.

5. MODIFICATION, AMENDMENT, OR RELEASE.

This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, or of such portion as will be affected by the modification, amendment, or release, including joinders of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

Should this Declaration be modified, amended, or released, the County Manager or successor official of the County, or the assistant in charge of the office in the County Manager's absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, or release.

6. ELECTION OF REMEDIES.

All rights, remedies, and privileges granted herein shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall such exercise preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.

7. SEVERABILITY.

Invalidation of any one of the covenants herein by judgment of Court shall not affect any of the other provisions of this Declaration which shall remain in full force and effect. However, if any material portion of the covenants herein is invalidated and such provision is not timely amended or replaced, or cannot be timely amended or replaced in an enforceable way with materially the same effect as the invalidated provision, the County shall be entitled to revoke any approval predicated upon the invalidated portion. It shall be Owner's obligation to apply for and diligently pursue any such application for amendment or replacement.

8. ACCEPTANCE OF DECLARATION.

8. ACCEPTANCE OF DECLARATION.

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 16<sup>th</sup> day of August, 2006

**OWNER:**

**DOWN UNDER DORAL, LLC**, a Florida limited liability company

By: Michael Latterner, as Manager/Member

Signature: [Signature]

Name: Michael Latterner

Title: Manager

Owner's Address:  
13 S.W. 7<sup>th</sup> Street  
Miami, Florida 33130

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Michael Latterner, the manager of Down Under Doral, LLC, this 16<sup>th</sup> day of August, 2006 who is personally known to me or who produced \_\_\_\_\_ as identification.



C. Vargas  
MY COMMISSION # DD200463 EXPIRES  
May 18, 2007  
BONDED THRU TROY FAIN INSURANCE, INC.

C. Vargas  
Notary Public, State of Florida at Large  
Print Name: C. Vargas  
My commission expires: 5/18/07



**JOINDER**

LENNAR HOMES, INC., a Florida corporation does hereby join in the Declaration of Restrictions, to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

**LENNAR HOMES, INC.,**  
a Florida corporation

By: Greg McPherson, as a Vice President

Signature: \_\_\_\_\_

Name: Greg McPherson

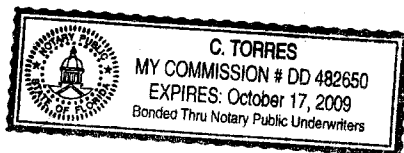
Title: V.P.

Owner's Address:

700 N.W. 107 Avenue  
Miami Florida 33172

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Greg McPherson, the V P of Lennar Homes, this 11 day of August, 2006, who is personally known to me or who produced \_\_\_\_\_ as identification.



C. Torres

Notary Public, State of Florida at Large

Print Name: Clanssa Torres

My commission expires: October 17, 2009

**Exhibit A**

**LEGAL DESCRIPTION**

**ALL OF BEACON AT DORAL, ACCORDING TO THE PLAT THEREOF AS  
RECORDED IN PLAT BOOK 164, AT PAGE 63 OF THE PUBLIC RECORDS OF  
MIAMI-DADE COUNTY, FLORIDA.**

## Exhibit B

### CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> Assessments	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

\_\_\_\_ PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("Dwelling Units") in Milan by Lennar (the "Development") are also located within the boundaries of the North Dade Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

\_\_\_\_ PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

\_\_\_\_ PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

\_\_\_\_ PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

\_\_\_\_ PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds (thirty (30) years) is approximately \$28,566.00.

\_\_\_\_ PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

\_\_\_\_ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

\_\_\_\_ PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

\_\_\_\_ PURCHASER'S INITIALS

**PURCHASER:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**PURCHASER:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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[illegible]

CFN 2006R0732828  
DR Bk 24698 Pgs 2219 - 2221; (3pgs)  
RECORDED 07/07/2006 15:01:30  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

**Abstract**

Ladies and Gentlemen:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

**WITNESSES:**

Xicotencal J. Garcilazo

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF MIAMI-DADE )

My commission expires:

~~Florida Drivers License~~

Print Name **Scarlett A. Oliva**



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**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 1, Block 1, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.



EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Print Name

60



# **MILAN BY LENNAR**

## **NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments (see Section 3.4 Below)	Estimated Monthly District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND **ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

 PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

 PURCHASER'S INITIALS


2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

 PURCHASER'S INITIALS


3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

 PURCHASER'S INITIALS


3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

X  PURCHASER'S INITIALS


3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

X  PURCHASER'S INITIALS


3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

X  PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.


X  PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

X  PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

X   
Print Name: XICOTENCA, J. Garcia

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: 11/30/05

\_\_\_\_\_  
Date: \_\_\_\_\_

62

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R0749546  
OR Bk 24712 Pgs 1026 - 1028; (3pgs)  
RECORDED 07/12/2006 16:17:43  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

2/1

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30th day of June, 2006.

**WITNESSES:**

Marietta Garzia  
Print Name: Marietta Garzia

William Gonzalez  
Print Name: William Gonzalez

Raul R. Gonzalez  
Raul R. Gonzalez

Gilda I. Gonzalez  
Gilda I. Gonzalez

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) ss.:

The foregoing instrument was acknowledged before me this 30th day of June, 2006 by Raul R. Gonzalez and Gilda I. Gonzalez, husband and wife, OWNER, who is personally known to me or who produced H. Oliver LLC as identification on behalf of the company.

My commission expires:

Marietta Garzia  
NOTARY PUBLIC, State of Florida



63

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 2, Block 1, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, page 63, of the Public Records of Miami-Dade County, Florida.

**EXHIBIT B**

**FORM OF JOINDER TO BE EXECUTED**

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, do hereby:

**SEE EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of

\_\_\_\_\_, 2\_\_\_\_\_.

**WITNESSES:**

**OWNER**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Print Name

65

2/1

**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments (see Section 3.4 Below)	Estimated Monthly District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

RG PURCHASER'S INITIALS

1. **The District.** All of the residential dwelling units ("Dwelling Units") in Milan by Lennar (the "Development") are also located within the boundaries of the North Dade Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

RG PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

RG PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

RG PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

RG \_\_\_\_\_ PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

RG \_\_\_\_\_ PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

RG \_\_\_\_\_ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

RG \_\_\_\_\_ PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

RG \_\_\_\_\_ PURCHASER'S INITIALS

PURCHASER:

Raul R. Gonzalez  
Print Name: Raul R. Gonzalez  
Date: 5-21-06

PURCHASER:

Gilda F. Gonzalez  
Print Name: Gilda F. Gonzalez  
Date: 5-21-06

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R0750973  
OR Bk 24713 Pgs 2190 - 2192; (3pgs)  
RECORDED 07/13/2006 08:58:20  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

311

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

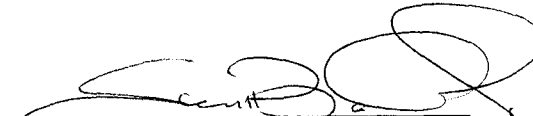
does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

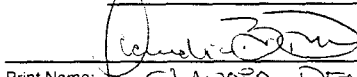
Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30th day of June, 2006.

**WITNESSES:**

  
Print Name: MARSHA CLAYTON

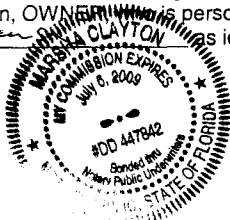
  
Sayonara B Alencar

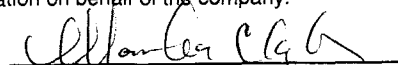
  
Print Name: CLAUDIA DENA

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 30th day of June, 2006 by Sayonara B Alencar, an unmarried woman, OWNER, who is personally known to me or who produced Florida Driver's License as identification on behalf of the company.

My commission expires:



  
NOTARY PUBLIC, State of Florida  
MARSHA CLAYTON  
Print Name



**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 3, Block 1, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name

MILAN BY LENNARNORTH DADE CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (Includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).


Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments (see Section 3.4 Below)	Estimated Monthly District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

 PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("Dwelling Units") in Milan by Lennar (the "Development") are also located within the boundaries of the North Dade Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

 PURCHASER'S INITIALS

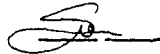
2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

 PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

 PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.



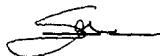
PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.



PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.



PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.



PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

\_\_\_\_ PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

Print Name: SAYOWSKI ALEXANDER

Print Name: \_\_\_\_\_

Date: 04/05/06

Date: \_\_\_\_\_

72

CFN 2006R0760716  
OR 8k 24721 Pgs 0715 - 717; (3pgs)  
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HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

41

NOTARY PUBLIC  
STATE OF FLORIDA

OFFICIAL NOTARY SEAL  
OLGA ALVAREZ-HERNANDEZ

COMMISSION NUMBER  
DD166740

MY COMMISSION EXPIRES  
NOV. 27 2006

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Lot 4, Block 1, BEACON AT DORAL, according to the Plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs of trial and appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_.

WITNESSES:

OWNER:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced identification.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name \_\_\_\_\_

RECORDERS NOTE

This document was received in poor condition.

411

**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

TD NP PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

TD NP PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

TD NP PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

TD NP PURCHASER'S INITIALS

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FINAL 9/28/05

Milan by Lennar North Dade CDD Notice

Page 1 of 2

Purchaser's Initials

TD NP

76



3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

TD PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

TD NP PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

TD NP PURCHASER'S INITIALS

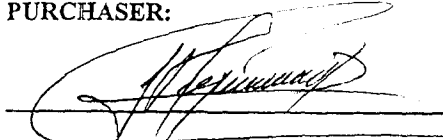
3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

TD NP PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

TD NP PURCHASER'S INITIALS

PURCHASER:



Print Name: Josue Miguel Torralba

Date: 04/07/06

PURCHASER:

NELSON PACHECO

Print Name: Nelson Pacheco

Date: 04/07/06

77

CFN 2006R0754266

OR Bk 24716 Pgs 0006 - 8; (3pgs)

RECORDED 07/13/2006 14:40:16

HARVEY RUVIN, CLERK OF COURT

MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

5/

## JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

**Ladies and Gentlemen:**

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 29th day of June, 2006.

**WITNESSES:**

Print Name: Marcy Osle

Print Name: \_\_\_\_\_

  
Faustino Aguado

~~Faustino Agudelo~~

Print Name: OLGA ALVAREZ

Print Name:

Olga Barrera  
Olga Barrera De Aquedelo

Olga Barrera De Agudelo

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 29th day of June, 2006 by Faustino Agudelo and Olga Barrera De Agudelo, husband and wife, OWNER, who is personally known to me or who produced as identification on behalf of the company.

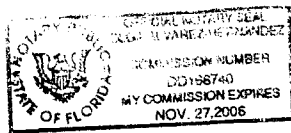
My commission expires:

who is personally known to me or who produced  
evidence on behalf of the company.

Alga Hernandez  
NOTARY PUBLIC, State of Florida

NOTARY PUBLIC, State of Florida

~~OLGA ALVAREZ-HERNANDEZ~~  
Print Name



78

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 5, Block 1, BEACON AT DORAL, according to the Plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.

**EXHIBIT B**

**FORM OF JOINDER TO BE EXECUTED**

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, do with

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

**WITNESSES:**

**OWNER:**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name \_\_\_\_\_

5/1

**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (Includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments Including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

x F.A. PURCHASERS INITIALS  
[REDACTED]

1. The District. All of the residential dwelling units ("Dwelling Units") in Milan by Lennar (the "Development") are also located within the boundaries of the North Dade Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

x F.A. PURCHASER'S INITIALS  
[REDACTED]

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

x F.A. PURCHASER'S INITIALS  
[REDACTED]

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

x F.A. PURCHASER'S INITIALS  
[REDACTED]

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

X FA PURCHASER'S INITIALS  
[REDACTED]

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

X FA PURCHASER'S INITIALS  
[REDACTED]

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

X FA PURCHASER'S INITIALS  
[REDACTED]

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

X FA PURCHASER'S INITIALS  
[REDACTED]

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

X FA PURCHASER'S INITIALS  
[REDACTED]

PURCHASER:

X [Signature]  
Print Name: Faustino Agudelo  
Date: 4-7-06

PURCHASER:

[Signature]  
Print Name: Olga Barrera de Agudelo  
Date: 4-7-06

**00000000**      **00000000**


CFN 2006R0932538  
DR Bk 24861 Pgs 2272 - 2274; (3pgs)  
RECORDED 08/28/2006 14:05:48  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

## 6/11

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30th day of June, 2006.

  
Jose C. Munoz Mendez

 VICTORIA T. ABRAHANTES  
MY COMMISSION # DD 389674  
EXPIRES February 10, 2009  
Serving The People of Florida Under Wraps

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 6, Block 1, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.



EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_ which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

WITNESSES:

OWNER:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Print Name

85

6/11

MILAN BY LENNAR

NORTH DADE CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (Includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

J.C.H.M. PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("Dwelling Units") in Milan by Lennar (the "Development") are also located within the boundaries of the North Dade Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

J.C.H.M. PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

J.C.H.M. PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

J.C.H.M. PURCHASER'S INITIALS

J.C.H.M.

6/11

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

J.C.H.M. PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

J.C.H.M. PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

J.C.H.M. PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

J.C.H.M. PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

J.C.H.M. PURCHASER'S INITIALS

PURCHASER:

[Signature]

Print Name: Jose Munoz

Date: 03/29/06

PURCHASER:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R0732773  
GR Bk 24698 Pgs 1960 - 1962f (3pgs)  
RECORDED 07/07/2006 14:55:56  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

7/1

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

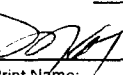
does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.


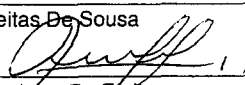
Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30th day of June, 2006.

**WITNESSES:**

  
Print Name: Mariana Oramas

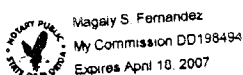
  
Print Name: Magaly S. Fernandez

  
Jorge N. Freitas De Sousa  
  
Miriam C. Andaluz De Freitas

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 30th day of June, 2006 by Jorge N. Freitas De Sousa and Miriam C. Andaluz De Freitas, husband and wife, OWNER, who is personally known to me or who produced PASSPORT as identification on behalf of the company.

My commission expires:




  
NOTARY PUBLIC, State of Florida  
Magaly S. Fernandez  
Print Name

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF

does hereby join Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. If Owner or its successor fails to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

WITNESSES:

OWNER:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by \_\_\_\_\_ OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Print Name

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 7, Block 1, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.

TF MAT

**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

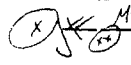
Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

 PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

 PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

 PURCHASER'S INITIALS

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 PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

QJE MAF  
PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

QJE MAF  
PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

QJE MAF  
PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

QJE MAF  
PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

QJE MAF  
PURCHASER'S INITIALS

PURCHASER:

QJE Freitas

Print Name: George N. Freitas De Souse

Date: 4/24/06

PURCHASER:

QJE Andaluz

Print Name: Miriam C. Andaluz

Date: 4/21/06

De Freitas



THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R0732711  
OR Bk 24698 Pgs 1695 - 1697 (3pgs)  
RECORDED 07/07/2006 14:50:17  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

811

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:


**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.


IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30th day of June, 2006.

**WITNESSES:**

  
Print Name: Nelly B. Catena

  
Print Name: Mariana Oramas

M.T.D. III, LLC, a Florida LLC

BY:   
Tito Jose Rios, President

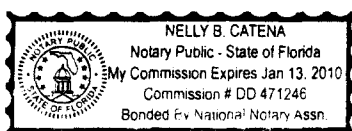
STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 30th day of June, 2006 by M.T.D. III, LLC, a Florida limited liability company, OWNER, who is personally known to me or who produced Venue 2006 as identification on behalf of the company.

My commission expires: JAN 13, 2010

  
NOTARY PUBLIC, State of Florida

Nelly B. Catena  
Print Name



93

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 8, Block 1, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

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IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Print Name

95

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**


Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

 PURCHASERS INITIALS

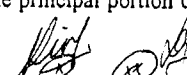
1. **The District.** All of the residential dwelling units ("Dwelling Units") in Milan by Lennar (the "Development") are also located within the boundaries of the North Dade Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

 PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

 PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

 PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

 PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

 PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

 PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.


 PURCHASER'S INITIALS

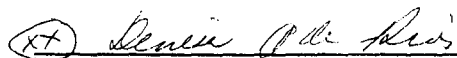
3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

 PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

  
Print Name: Tito Rios  
Date: 4/14/06

  
Print Name: Denise De Rios  
Date: 4/14/06

CFN 2006R0760667  
OR Bk 24721 Pgs 0449 - 451; (3pgs)  
RECORDED 07/14/2006 15:08:45  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

9/11

## 3

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 9, Block 1, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, page 63, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_, wherein \_\_\_\_\_, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

OWNER:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Print Name



7/11

**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments (see Section 3.4 Below)	Estimated Monthly District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

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Townhomes	\$13,839.00	\$28,566.00

② ML PURCHASERS INITIALS

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② ML PURCHASER'S INITIALS

② ML ② ML

101

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

 PURCHASER'S INITIALS

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 PURCHASER'S INITIALS

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 PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

  
Print Name: Maribel A. Barcala

Date: 10/3/05

  
Print Name: Ariel E. Gutierrez

Date: 10/3/05

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R1044070  
DR Bk 24955 Pgs 2348 - 2353 (6pgs)  
RECORDED 09/28/2006 13:56:41  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

117  
**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

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SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("**Lennar**") and others in the pending creation of the North Dade Community Development District (the "**CDD**") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as **Exhibit B** will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 25 day of September, 2006.

WITNESSES:

Print Name: LINDA STEEL

Print Name: LOURDES AVINO

OWNER

By:

Name: Jorge Luis Alfonso Mesniajev

WITNESSES:

Print Name: LINDA STEEL

Print Name: LOURDES AVINO

OWNER

By:

Name: Naolim M. Perez

STATE OF FLORIDA )  
 ) SS.:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 25 day of September 2006 by Jorge Luis Alfonso Mesniajev of Cedula Venezuela as OWNER, who is personally known to me or who produced identification on behalf of the company.


My commission expires:

NOTARY PUBLIC, State of Florida

Print

Name

NOTARY PUBLIC-STATE OF FLORIDA

 Lourdes R. Avino

Commission # DD484942

Expires: OCT. 23, 2009

Bonded Thru Atlantic Bonding Co., Inc.

STATE OF FLORIDA )  
 ) SS.:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 25 day of September 2006 by Naolim M. Perez as Cedula Venezuela of OWNER, who is personally known to me or who produced identification on behalf of the company.


My commission expires:

NOTARY PUBLIC, State of Florida

Print

Name

NOTARY PUBLIC-STATE OF FLORIDA

 Lourdes R. Avino

Commission # DD484942

Expires: OCT. 23, 2009

Bonded Thru Atlantic Bonding Co., Inc.

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 1 in Block 7 of Beacon at Doral, according to the Plat thereof, as recorded in Plat Book 164 at Pages 63, of the Public Records of Dade County, Florida, as amended.

**EXHIBIT B**

**FORM OF JOINDER TO BE EXECUTED**

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "**Owner**") of the following described property (the "**Property**"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("**Lennar**") and others in the pending creation of the North Dade Community Development District (the "**CDD**") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day  
of \_\_\_\_\_, 200\_\_.

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA )

) SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of  
OWNER, who is personally known to me or who produced \_\_\_\_\_ as  
identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Print

Name \_\_\_\_\_

STATE OF FLORIDA )

) SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of  
OWNER, who is personally known to me or who produced \_\_\_\_\_ as  
identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Print

Name \_\_\_\_\_

108



# **MILAN BY LENNAR**

## **NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (Includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

JLM NMP PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("Dwelling Units") in Milan by Lennar (the "Development") are also located within the boundaries of the North Dade Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

JLM NMP PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

JLM NMP PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

JLM NMP PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

JLW YNNP PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

JLW YNNP PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

JLW YNNP PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

JLW YNNP PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "**District Assessments**." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

JLW YNNP PURCHASER'S INITIALS

PURCHASER:

[Signature]

Print Name: Angela Alfaro

Date: 11/10/05

PURCHASER:

X [Signature]

Print Name: Kathleen A. Davis

Date: 11/10/05

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R1000805  
DR Bk 24920 Pgs 3607 - 3609f (3pgs)  
RECORDED 09/18/2006 15:52:05  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

317

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:


**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

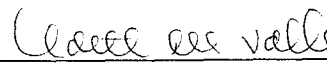
does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.


Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 14th day of September, 2006.

**WITNESSES:**

  
Print Name: Nelly B. Catena

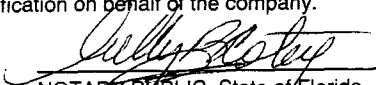
  
Odett L. Del Valle

  
Print Name: Mariana Oramas

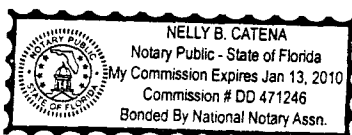
STATE OF FLORIDA                                 )  
  ) ss.:  
COUNTY OF MIAMI-DADE                         )

The foregoing instrument was acknowledged before me this 14th day of September, 2006 by Odett L. Del Valle, a married woman, OWNER, who is personally known to me or who produced Florida Divers, LLC as identification on behalf of the company.

My commission expires: Jan 13, 2010

  
NOTARY PUBLIC, State of Florida

Nelly B. Catena  
Print Name



## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Lot 3, Block 7, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, page 63, of the Public Records of Miami-Dade County, Florida.

112

6.17

**EXHIBIT B**

**FORM OF JOINDER TO BE EXECUTED**

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_

\_\_\_\_\_

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

**WITNESSES:**

**OWNER:**

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Print Name

217

**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations Assessments</u> (see Section 3.4 Below)	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance Assessments</u> (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

x 010 PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

x 010 PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

x 010 PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each *property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District.* Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

x 00 PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

x OD PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

x OD PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

x OD PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

x OD PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

x OD PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

x Odett Del Valle

Print Name: ODETT DEL VALLE

Print Name: \_\_\_\_\_

Date: 10-5-05

Date: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R1039220  
OR Bk 24951 Pgs 1348 - 1350 (3pgs)  
RECORDED 09/27/2006 15:25:40  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

8/7

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 15th day of September, 2006.

**WITNESSES:**

Print Name: Nelly B. Catena

Jorge E. Sanchez  
Jorge E. Sanchez

Print Name: William Gonzalez

STATE OF FLORIDA )

) ss.:

COUNTY OF MIAMI-DADE )

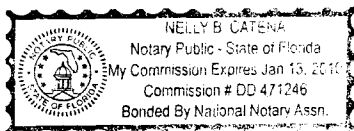
The foregoing instrument was acknowledged before me this 15th day of September, 2006 by Jorge E. Sanchez, a married man, OWNER, who is personally known to me or who produced Florida as identification on behalf of the company.

My commission expires:

Jan 13, 2010

Nelly B. Catena  
NOTARY PUBLIC, State of Florida

Print Name



116

3



## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Lot 8, Block 7, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, page 63, of the Public Records of Miami-Dade County, Florida.

A handwritten signature in black ink, consisting of stylized, overlapping loops and strokes, located in the bottom right corner of the page.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Print Name

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**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

KJS PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("Dwelling Units") in Milan by Lennar (the "Development") are also located within the boundaries of the North Dade Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

KJS PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

KJS PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

KJS PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

XJS PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately **\$952.00** (approximately **\$79.00** per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately **\$28,566.00**.

XJS PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

XJS PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately **\$568.00** (approximately **\$47.00** per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

XJS PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

XJS PURCHASER'S INITIALS

PURCHASER:

X Jorge E. Sanchez  
Print Name: Jorge Sanchez  
Date: 02-22-06

PURCHASER:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

RECORD AND RETURN TO:  
NORTH AMERICAN TITLE COMPANY  
780 P.M. 107 AVENUE, SUITE 100  
MIAMI, FL 33172

CFN 2006R1032350  
OR Bk 24945 Pgs 1710 - 1712 (3pgs)  
RECORDED 09/26/2006 13:51:05  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

9/7

# JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

## SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 20th day of September, 2006.

### WITNESSES:

Print Name: Eduardo Montano

Antonio Di Perna

Print Name: MARIA LOZANO

Carola Di Perna

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

ss.:

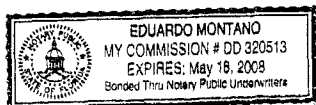
The foregoing instrument was acknowledged before me this 20th day of September, 2006 by Antonio Di Perna and Carola Di Perna, husband and wife, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Eduardo Montano

Print Name



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3

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 9, Block 7, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, page 63, of the Public Records of Miami-Dade County, Florida.

  
GUP

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**EXHIBIT B**

**FORM OF JOINDER TO BE EXECUTED**

THIS INSTRUMENT PREPARED BY:

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

**WITNESSES:**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name

7/7

**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments (see Section 3.4 Below)	Estimated Monthly District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

*[Signature]* PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

*[Signature]* PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

*[Signature]* PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

*[Signature]* PURCHASER'S INITIALS



3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

 CDP PURCHASER'S INITIALS


3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

 CDP PURCHASER'S INITIALS


3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

 CDP PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

 CDP PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

 CDP PURCHASER'S INITIALS

PURCHASER:



Print Name: Antonio DiPerna

Date: 8-30-06

PURCHASER:



Print Name: Carol DiPerna

Date: 8-30-06

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R1145401  
DR Bk 25037 Pgs 4631 - 4633 (3pgs)  
RECORDED 10/24/2006 14:06:49  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 7th day of September, 2006.

WITNESSES:

Print Name:

Print Name:

Wind Thrust Capital, LLC a Florida LLC

BY:

Fernando Perez, Managing Member

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

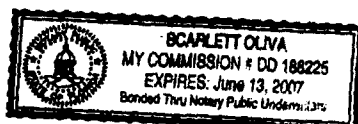
ss.:

The foregoing instrument was acknowledged before me this 7th day of September, 2006 by Wind Thrust Capital, LLC, a Florida limited liability company, OWNER, who is personally known to me or who produced Florida Drivers License as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Scarlett A. Oliva  
Print Name



**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 1, Block 11, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.

127

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

**SAMPLE**

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name \_\_\_\_\_

Rev. 6/12/06

**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

 PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

 PURCHASER'S INITIALS


2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

 PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

 PURCHASER'S INITIALS

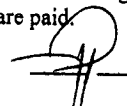
3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

 PURCHASER'S INITIALS

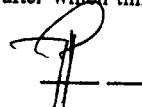
3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

 PURCHASER'S INITIALS

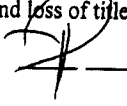
3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

 PURCHASER'S INITIALS

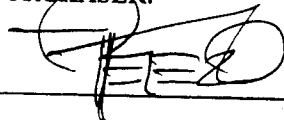
3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

 PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

 PURCHASER'S INITIALS

PURCHASER:



Print Name: Wind Trust Capital, LLC

Date: 10-7-05

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R0937440  
OR Bk 24866 Pgs 1387 - 1391; (3pgs)  
RECORDED 08/31/2006 15:43:02  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

2 / 11

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 28th day of August, 2006.

**WITNESSES:**

Milagro D. Carrillo  
Print Name: Milagro D. Carrillo

Youssef Ajami  
Youssef Ajami

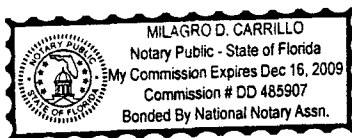
Mariana Oramas  
Print Name: Mariana Oramas

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 28th day of August, 2006 by Youssef Ajami, an unmarried man, OWNER, who is personally known to me or who produced Florida Drivers License as identification on behalf of the company.

My commission expires:

Milagro D. Carrillo  
NOTARY PUBLIC, State of Florida  
Milagro D. Carrillo  
Print Name



131

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 2, Block 11, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, page 63, of the Public Records of Miami-Dade County, Florida.

132

y.A



EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

XV.A PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

XV.A PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

XV.A PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

XV.A PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

X Y A. PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

X Y A. PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

X Y A. PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

X Y A. PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

X Y A. PURCHASER'S INITIALS

PURCHASER:

X Youssef Ajami  
Print Name: Youssef Ajami  
Date: 7/7/06

PURCHASER:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R1006675  
DR Bk 24925 Pgs 1015 - 1017 (3pgs)  
RECORDED 09/19/2006 17:25:14  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

5/11

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**


does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.


Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 11th day of September, 2006.

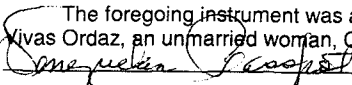
**WITNESSES:**

  
Print Name: Victoria T. Abrahantes

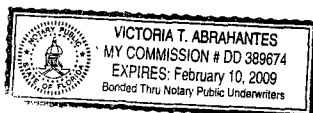
  
Adelina Vivas Ordaz

  
Print Name: Mariana Oramas

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) ss.:

The foregoing instrument was acknowledged before me this 11th day of September, 2006 by Adelina Vivas Ordaz, an unmarried woman, OWNER, who is personally known to me or who produced  as identification on behalf of the company.

My commission expires:



  
NOTARY PUBLIC, State of Florida  
Victoria T. Abrahantes

Print Name

136

3

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 3, Block 11, BEACON AT DORAL, according to the Plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.



2/11

**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND **ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

AI VO PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

AI VO PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

AI VO PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

AI VO PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

AEVO PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

AEVO PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

AEVO PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

AEVO PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

AEVO PURCHASER'S INITIALS

PURCHASER:



Print Name: Adeline Vivas Ordaz

Date: 06/06/06

PURCHASER:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_



THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R0978254  
OR Bk 24901 Pgs 3360 - 3362 (3pgs)  
RECORDED 09/12/2006 16:08:38  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

4/11

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:


**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

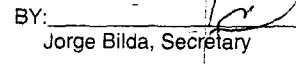
Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 31st day of August, 2006.

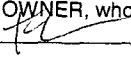
**WITNESSES:**

  
Print Name: DANIEL BLAN  
  
Print Name: Mariana Oramas

Functional Foods, Inc., a Florida Company

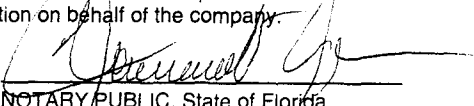
BY:   
Jorge Bilda, Secretary

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) ss.:

The foregoing instrument was acknowledged before me this 31st day of August, 2006 by Functional Foods, Inc., a Florida corporation, OWNER, who is personally known to me or who produced  as identification on behalf of the company.

My commission expires:



  
NOTARY PUBLIC, State of Florida

Print Name

141

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 4, Block 11, BEACON AT DORAL, according to the Plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.

142 2

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SAMPLE**

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

OWNER:

**SAMPLE**

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name \_\_\_\_\_

243

4/11

**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, If Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (Includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, If Applicable)	Estimated <u>Monthly</u> District Operations Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, If Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments Including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

 PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("Dwelling Units") in Milan by Lennar (the "Development") are also located within the boundaries of the North Dade Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

 PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

 PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

 PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

[Signature] PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

[Signature] PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

[Signature] PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

[Signature] PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

[Signature] PURCHASER'S INITIALS

PURCHASER:

[Signature]  
Print Name: Emotional Foods, Inc.  
Date: 11/2/15

PURCHASER:

[Signature]  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131



CFN 2006R0963033  
OR Bk 24887 Pgs 3737 - 3739 (3pgs)  
RECORDED 09/08/2006 16:47:34  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

5/11

### JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

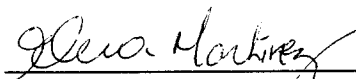
#### SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 31st day of August, 2006.

#### WITNESSES:

  
Print Name: ELENA MARTINEZ

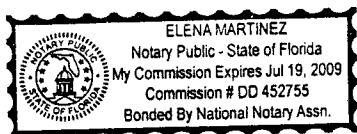
  
Amasviro Rodriguez

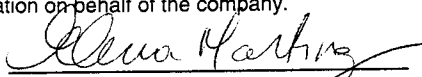
  
Print Name: Mariana Oramas

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 31st day of August, 2006 by Amasviro Rodriguez, a married man, OWNER, who is personally known to me or who produced FL. Driver License as identification on behalf of the company.

My commission expires:



  
NOTARY PUBLIC, State of Florida  
ELENA MARTINEZ  
Print Name

146

3

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 5, Block 11, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, page 63, of the Public Records of Miami-Dade County, Florida.

147

QR

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_

JOINDER IN LAKES BY THE BAY SOUTH COMMONS SECURITY GUARD  
SPECIAL TAXING DISTRICT

TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Land Partners, a Florida general partnership and others in the pending Petition for creation of the Lakes by the Bay South Commons Security Guard Special Taxing District (the "District") as described in Petition submitted on April 21, 2004, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar Land Partners is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the Petition. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the District and subject to assessments respecting District. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the District, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar Land Partners and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar Land Partners \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar Land Partners shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_.

WITNESSES:

OWNER:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Print Name

148



**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

5/11

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

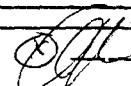
Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

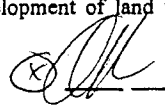
Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments (see Section 3.4 Below)	Estimated Monthly District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

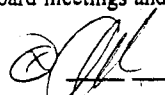
Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated Total Capital Assessments Including Principal and Interest if Capital Assessments are Paid Annually (No Prepayments) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

 PURCHASERS INITIALS

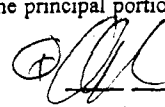
1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

 PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.


 PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

 PURCHASER'S INITIALS

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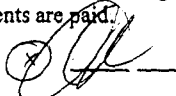
3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

 PURCHASER'S INITIALS


3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

 PURCHASER'S INITIALS

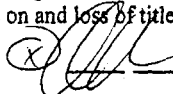
3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

 PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

 PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

 PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

Print Name: \_\_\_\_\_

Rodriguez, Jr.

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

10/22/06

Date: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

CFN 2006R0978543  
OR Bk 24901 Pgs 4849 - 48517 (3pgs)  
RECORDED 09/12/2006 17:32:54  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

6/11

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 31st day of August, 2006.

**WITNESSES:**

Print Name: \_\_\_\_\_

Rafael G. Segarra

Print Name: \_\_\_\_\_

MARIA LOZANO

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

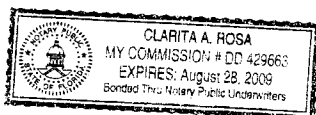
ss.:

The foregoing instrument was acknowledged before me this 31st day of August, 2006 by Rafael G. Segarra, a married man, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name



151

3

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 6, Block 11, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, page 63, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Print Name

153

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, If Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, If Applicable)	Estimated Monthly District Operations Assessments (see Section 3.4 Below)	Estimated Monthly District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, If Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

 PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

 PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

 PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

 PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments"). levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.



PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.



PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.



PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.



PURCHASER'S INITIALS

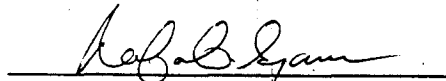
3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.



PURCHASER'S INITIALS

PURCHASER:

PURCHASER:



Print Name: Melabel B. Segara

Print Name: \_\_\_\_\_

Date: 7/1/06

Date: \_\_\_\_\_

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THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R0963164  
OR Bk 24887 Pgs 4617 - 4619; (3pgs)  
RECORDED 09/08/2006 17:22:15  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

711

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:


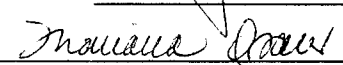
**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

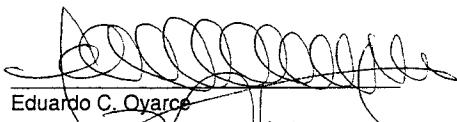
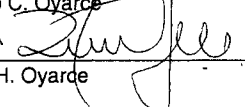
does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 31st day of August, 2006.

**WITNESSES:**

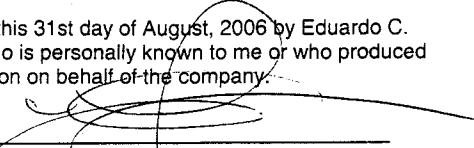
  
\_\_\_\_\_  
Print Name: Eduardo Montano  
  
\_\_\_\_\_  
Print Name: Mariana Oramas

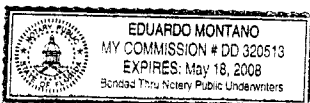
  
\_\_\_\_\_  
Eduardo C. Oyarce  
  
\_\_\_\_\_  
Regina H. Oyarce  
1031x.com, Inc. as Qualified Intermediary

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) ss.:

The foregoing instrument was acknowledged before me this 31st day of August, 2006 by Eduardo C. Oyarce and Regina H. Oyarce, husband and wife, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the company.

My commission expires:

  
\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Eduardo Montano  
Print Name



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3



## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Lot 7, Block 11, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, page 63, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

WITNESSES:

OWNER:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me, this \_\_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Print Name

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**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

*Xf Xf* PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

*Xf Xf* PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

*Xf Xf* PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

*Xf Xf* PURCHASER'S INITIALS

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FINAL 9/28/05

Milan by Lennar North Dade CDD Notice

Page 1 of 2

Purchaser's Initials *Xf Xf*

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3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

XK XJ PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

XK XJ PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

XK XJ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

XK XJ PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "**District Assessments**." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

XK XJ PURCHASER'S INITIALS

PURCHASER:

X [Signature]

Print Name: Eduardo Oyarte

Date: \_\_\_\_\_

PURCHASER:

X [Signature]

Print Name: Regina Oyarte

Date: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R1016528  
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RECORDED 09/21/2006 14:17:09  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "**Owner**") of the following described property (the "**Property**"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("**Lennar**") and others in the pending creation of the North Dade Community Development District (the "**CDD**") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as **Exhibit B** will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.



**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 8 in Block 11 of Beacon at Doral, according to the Plat thereof, as recorded in Plat Book 164 at Pages 63, of the Public Records of Dade County, Florida, as amended.

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**EXHIBIT B**

**FORM OF JOINDER TO BE EXECUTED**

164



THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "**Owner**") of the following described property (the "**Property**"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("**Lennar**") and others in the pending creation of the North Dade Community Development District (the "**CDD**") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

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IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA )

) SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Print

Name \_\_\_\_\_

STATE OF FLORIDA )

) SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Print

Name \_\_\_\_\_

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NORTH DADE CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

YDS PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

YDS PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

YDS PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

YDS PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

XPS PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

XPS PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

XPS PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

XPS PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

XPS PURCHASER'S INITIALS

PURCHASER:

XPS

Print Name: Rubén D. SANTAMARÍA

Date: 12/08/05

PURCHASER:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

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RECORDED 09/13/2006 14:48:30  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

2/12

## 169

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 2, Block 12, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, page 63, of the Public Records of Miami-Dade County, Florida.

170

OK SU

**EXHIBIT B**

**FORM OF JOINDER TO BE EXECUTED**

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

**WITNESSES:**

**OWNER:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Print Name

171

**MILAN BY LENNAR**

2/12

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments (see Section 3.4 Below)	Estimated Monthly District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

X [Signature] XX [Signature] PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

X [Signature] XX [Signature] PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

X [Signature] XX [Signature] PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

X [Signature] XX [Signature] PURCHASER'S INITIALS

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3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

x ML xx ML PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

x ML xx ML PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

x ML xx ML PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

x ML xx ML PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

x ML xx ML PURCHASER'S INITIALS

PURCHASER:

[Signature]

PURCHASER:

xx [Signature]

Print Name: Seema Vallenilla-Larke

Print Name: Math Bernadette-Larke

Date: 12/14/05

Date: 12/14/05

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R0990831  
OR Bk 24912 Pgs 0584 - 5961 (3pgs)  
RECORDED 09/15/2006 10:49:28  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

6/12

# JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

## SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 31st day of August, 2006.

### WITNESSES:

Print Name: Eduardo Montano

Alejandro Sanchez Silverio  
Alejandro Sanchez Silverio

Print Name: Mariana Oramas

Nancis Tano de Sanchez  
Nancis Tano de Sanchez

STATE OF FLORIDA

} ss.:

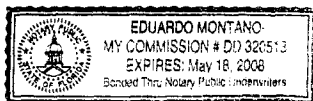
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 31st day of August, 2006 by Alejandro Sanchez Silverio and Nancis Tano de Sanchez, husband and wife, OWNER, who is personally known to me or who produced Venezuela Pass as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida  
Eduardo Montano

Print Name



174

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Lot 6, Block 12, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, page 63, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Print Name

176

6/12

**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (Includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments (see Section 3.4 Below)	Estimated Monthly District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

*[Signature]* PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

*[Signature]* PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

*[Signature]* PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

177 *[Signature]* PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

XCS: MS PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

QCS: MS PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

XCS: MS PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

QCS: MS PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

QCS: MS PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

X Q Sanchez

X Narcis Paulina Torio de Sanchez

Print Name: Alejandro Pablo Sanchez Silveira

Print Name: Narcis Paulina Torio de Sanchez

Date: 11-28-05

Date: 11-28-05

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R1044023  
DR Bk 24855 Pgs 2073 - 2075 (3pgs)  
RECORDED 09/28/2006 13:50:58  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

7/12

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:


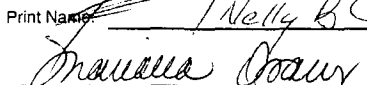
**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

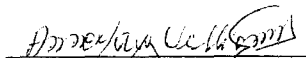
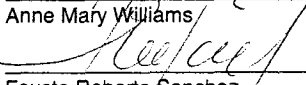
does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 22nd day of September, 2006.

**WITNESSES:**

  
Print Name: Nelly B. Catena  
  
Print Name: Mariana Oramas

  
Anne Mary Williams  
  
Fausto Roberto Sanchez

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF MIAMI-DADE )

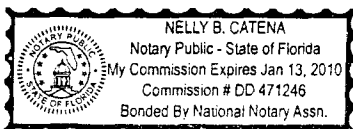
The foregoing instrument was acknowledged before me this 22nd day of September, 2006 by Anne Mary Williams, and Fausto Roberto Sanchez, wife and husband, OWNER, who is personally known to me or who produced ecuador passport as identification on behalf of the company.

My commission expires:

JAN 13, 2010

  
NOTARY PUBLIC, State of Florida

Print Name



179

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Lot 7, Block 12, BEACON AT DORAL, according to the Plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.

180

A handwritten signature, possibly reading "J. J. J.", is located in the bottom right corner of the page.



**EXHIBIT B**

**FORM OF JOINDER TO BE EXECUTED**

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of

\_\_\_\_\_, 2\_\_\_\_\_.

**WITNESSES:**

**OWNER**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ by

\_\_\_\_\_, OWNER, who is personally known to me or who produced  
\_\_\_\_\_ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name

# MILAN BY LENNAR

## NORTH DADE CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, If Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, If Applicable)	Estimated Monthly District Operations Assessments (see Section 3.4 Below)	Estimated Monthly District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, If Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

XPL XX [Signature] PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

XPL XX [Signature] PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

XPL XX [Signature] PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

XPL XX [Signature] PURCHASER'S INITIALS

MIA\153991.2

FINAL 9/28/05

Milan by Lennar North Dade CDD Notice

Page 1 of 2

Purchaser's Initials

182

XPL XX [Signature]

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

XP XX [Signature] PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

XP XX [Signature] PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

XP XX [Signature] PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

XP XX [Signature] PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

XP XX [Signature] PURCHASER'S INITIALS

PURCHASER:

X Anne Mary Williams

Print Name: Anne Mary Williams

Date: 7/29/06

PURCHASER:

XX [Signature]

Print Name: Fausto Roberto Sanchez

Date: 7/29/06

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

JOINER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 15 day of Sept., 2006.

WITNESSES:

Agnes Y. Norvellus  
Print Name: AGNES Y. NORVELLUS  
Mark Bookstein  
Print Name: MARK BOOKSTEIN

OWNER

By: CHUN XIA YANG  
Name: CHUN XIA YANG

WITNESSES:

Agnes Y. Norvellus  
Print Name: AGNES Y. NORVELLUS  
Mark Bookstein  
Print Name: MARK BOOKSTEIN

OWNER

By: LIANG QING DONG  
Name: LIANG QING DONG  
Title: LIANG QING DONG  
Date: LIANG QING DONG

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) SS.:

The foregoing instrument was acknowledged before me this 15 day of Sept., 2006 by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ OWNER, who is personally known to me or who produced DADE License as identification on behalf of the company.

My commission expires:

Mark Bookstein  
NOTARY PUBLIC, State of Florida  
Print Name

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) SS.:

The foregoing instrument was acknowledged before me this 15 day of Sept., 2006 by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ OWNER, who is personally known to me or who produced DADE License as identification on behalf of the company.

My commission expires:

Mark Bookstein  
NOTARY PUBLIC, State of Florida  
Print Name

DM2633959.1

NOTARY PUBLIC-STATE OF FLORIDA  
Mark Bookstein  
Commission # DD544138  
Expires: MAY 02, 2010  
Thru Atlantic Bonding Co., Inc.

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 08 in Block 12 of Beacon at Doral, according to the Plat thereof, as recorded in Plat Book 164 at Pages 63, of the Public Records of Dade County, Florida, as amended.

**EXHIBIT B**

**FORM OF JOINDER TO BE EXECUTED**

DM2633959.1

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

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DM2633959.1



IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day  
of \_\_\_\_\_, 200\_.

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA )

) SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_ by \_\_\_\_\_ as \_\_\_\_\_ of  
OWNER, who is personally known to me or who produced \_\_\_\_\_ as  
identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Print

Name \_\_\_\_\_

STATE OF FLORIDA )

) SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_ by \_\_\_\_\_ as \_\_\_\_\_ of  
OWNER, who is personally known to me or who produced \_\_\_\_\_ as  
identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Print

Name \_\_\_\_\_

DM2633959.1

8/12

**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

C.X LD PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

C.X LD PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

C.X LD PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

C.X LD PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

C.X LD PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

C.X LD PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

C.X LD PURCHASER'S INITIALS

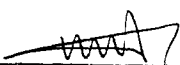
3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

C.X LD PURCHASER'S INITIALS


3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

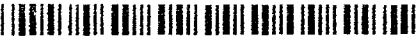
C.X LD PURCHASER'S INITIALS

PURCHASER:

  
Print Name: Chen Xie /eng  
Date: 02/02/06

PURCHASER:

  
Print Name: Liang Qiang  
Date: 02/02/06



CFN 2006R1044094  
 DR Bk 24955 Pgs 2447 - 2449 (3pgs)  
 RECORDED 09/28/2006 14:00:27  
 HARVEY RUVIN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
 Patricia Kimball Fletcher, P.A.  
 Duane Morris LLP  
 200 S. Biscayne Blvd., Suite 3400  
 Miami, FL 33131

9/12

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
 CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30th day of August, 2006.

**WITNESSES:**

Print Name: MARIBEL L. CANOVACA

Valeriano Corporation, a Florida corporation

Print Name: Harry Ode

BY:   
 Rocco Valeriano as President

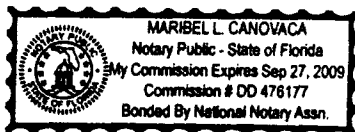
STATE OF FLORIDA )  
 ) ss.:  
 COUNTY OF MIAMI-DADE )

Rocco Valeriano, as President

The foregoing instrument was acknowledged before me this 30th day of August, 2006 by <sup>of</sup> Valeriano Corporation, a Florida corporation, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida



**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 9, Block 12, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, page 63, of the Public Records of Miami-Dade County, Florida.

A handwritten signature in black ink, appearing to be "J. K. [unclear]", located to the right of the legal description text.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Print Name

# **NORTH DADE CDD NOTICE**

9/12

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (Includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments Including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

X  PURCHASERS INITIALS

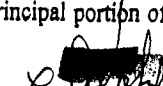
1. The District. All of the residential dwelling units ("Dwelling Units") in Milan by Lennar (the "Development") are also located within the boundaries of the North Dade Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

X  PURCHASER'S INITIALS

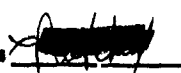
2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

X  PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

X  PURCHASER'S INITIALS

195



3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

X  PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

X  PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

X  PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.


X  PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

X  PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

X 

Print Name: Valeriano Corp.  
Per: Rocco Valeriano

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



THIS INSTRUMENT PREPARED BY:

CFN 2006R0983079  
OR Bk 24905 Pgs 4199 - 4201; (3pgs)  
RECORDED 09/13/2006 14:43:57  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

113

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

### JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

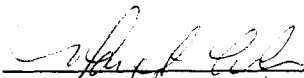
#### SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development-District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 30th day of August, 2006.

#### WITNESSES:

  
Print Name: Margarita Calderon

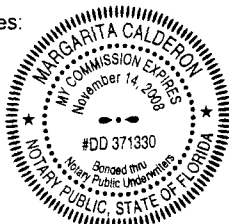
  
Bibiana C. Guzman

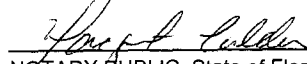
  
Print Name: MARIA LOZANO

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this <sup>31</sup>30th day of August, 2006 by Bibiana C. Guzman, an unmarried woman, OWNER, who is personally known to me or who produced FD. Javier Linares as identification on behalf of the company.

My commission expires:



  
NOTARY PUBLIC, State of Florida  
Margarita Calderon  
Print Name

197

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 1 , Block 13 , BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, page 63, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

**SAMPLE**

THIS INSTRUMENT PREPARED BY:

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

OWNER:  
**SAMPLE**

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name

199

# **MILAN BY LENNAR**

## **NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (Includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments (see Section 3.4 Below)	Estimated Monthly District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND **ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

*LB* PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

*LB* PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

*LB* PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

*LB* PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

L.B.F. PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

L.B.F. PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

L.B.F. PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

L.B.F. PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

L.B.F. PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

Print Name: \_\_\_\_\_

Print Name: BIBIANA GUTIERREZ

Date: \_\_\_\_\_

Date: 8-19-06

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R0846894  
OR Bk 24792 Pgs 0755 - 7571 (3pgs)  
RECORDED 08/04/2006 13:58:51  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

2/13

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:


**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

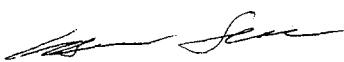
does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 31st day of July, 2006.

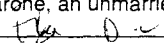
**WITNESSES:**

  
Print Name: Ada Gonzalez

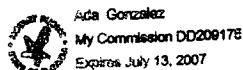
  
Carmen E. Scarone

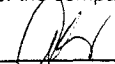
  
Print Name: Mariana Oramas

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 31st day of July, 2006 by Carmen E. Scarone, an unmarried woman, OWNER, who is personally known to me or who produced  as identification on behalf of the company.

My commission expires:



  
NOTARY PUBLIC, State of Florida

Ada Gonzalez  
Print Name

202

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 2 Block 13, BEACON AT DORAL, according to the Plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

SAMPLE

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of

\_\_\_\_\_, 2\_\_\_\_\_.

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

OWNER  
SAMPLE

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name

204



**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

2/13

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments (see Section 3.4 Below)	Estimated Monthly District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

PURCHASER'S INITIALS

205

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem/special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

 \_\_\_\_\_ PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

 \_\_\_\_\_ PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

 \_\_\_\_\_ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

 \_\_\_\_\_ PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

 \_\_\_\_\_ PURCHASER'S INITIALS

PURCHASER:



Print Name: Carmen J. Serrano

Date: 7/17/06

PURCHASER:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

206

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131



CFN 2006R1061839  
DR Bk 24970 Pgs 0876 - 8817 (6pgs)  
RECORDED 10/03/2006 14:13:38  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

4/13

## JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, Juan Acosta being owner (the "**Owner**") of the following described property 10386 NW 30 Terrace Doral FL 33172, in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("**Lennar**") and others in the pending creation of the North Dade Community Development District (the "**CDD**") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as **Exhibit B** will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

207

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 1 day of August, 2006.

WITNESSES:

Print Name: D. Villar

Print Name: \_\_\_\_\_

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

OWNER

By: Juan Acosta

Name: Juan Acosta

OWNER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA )

) SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 1 day of August, 2006 by Juan Acosta as \_\_\_\_\_ of OWNER, who is personally known to me or who produced Photo ID as identification on behalf of the company.

NOTARY PUBLIC-STATE OF FLORIDA  
My commission expires: Odalys Villar  
Commission # DD495399  
Expires: JAN. 15, 2010  
Bonded thru Atlantic Bonding Co., Inc.

NOTARY PUBLIC, State of Florida

Print

Name Odalys Villar

STATE OF FLORIDA )

) SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of August, 2006 by \_\_\_\_\_ as \_\_\_\_\_ of OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Print

Name \_\_\_\_\_

208

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 4 in Block 13 of Beacon at Doral, according to the Plat thereof, as recorded in Plat Book 164 at Pages 63, of the Public Records of Dade County, Florida. As amended.

209

**EXHIBIT B**

**FORM OF JOINDER TO BE EXECUTED**

210

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "**Owner**") of the following described property (the "**Property**"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("**Lennar**") and others in the pending creation of the North Dade Community Development District (the "**CDD**") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

21

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day  
of \_\_\_\_\_, 200\_.

WITNESSES:

OWNER

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

WITNESSES:

OWNER

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA            )  
                                      ) SS.:  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_ by \_\_\_\_\_ as \_\_\_\_\_ of  
OWNER, who is personally known to me or who produced \_\_\_\_\_ as  
identification on behalf of the company.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Print  
Name \_\_\_\_\_

STATE OF FLORIDA            )  
                                      ) SS.:  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_ by \_\_\_\_\_ as \_\_\_\_\_ of  
OWNER, who is personally known to me or who produced \_\_\_\_\_ as  
identification on behalf of the company.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Print  
Name \_\_\_\_\_

212



## NORTH DADE CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments (see Section 3.4 Below)	Estimated Monthly District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

JA PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("Dwelling Units") in Milan by Lennar (the "Development") are also located within the boundaries of the North Dade Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

JA PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

JA PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

JA PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

JA PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

JA PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

JA PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

JA PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

JA PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

Juan Acosta  
Print Name: JUAN ACOSTA

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: 11-29-05

\_\_\_\_\_  
Date: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R1016541  
DR Bk 24932 Pgs 4963 - 4968; (6pgs)  
RECORDED 09/21/2006 14:18:09  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

5/13

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "**Owner**") of the following described property (the "**Property**"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("**Lennar**") and others in the pending creation of the North Dade Community Development District (the "**CDD**") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as **Exhibit B** will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

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6



EXHIBIT A

LEGAL DESCRIPTION

Lot 5 in Block 13 of Beacon at Doral, according to the Plat thereof, as recorded in Plat Book 164 at Pages 63, of the Public Records of Dade County, Florida, as amended.

217

**EXHIBIT B**

**FORM OF JOINDER TO BE EXECUTED**

218

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "**Owner**") of the following described property (the "**Property**"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("**Lennar**") and others in the pending creation of the North Dade Community Development District (the "**CDD**") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

219

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day  
of \_\_\_\_\_, 200\_.

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA )

SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_ by \_\_\_\_\_ as \_\_\_\_\_ of  
OWNER, who is personally known to me or who produced \_\_\_\_\_ as  
identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Print

Name \_\_\_\_\_

STATE OF FLORIDA )

SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_ by \_\_\_\_\_ as \_\_\_\_\_ of  
OWNER, who is personally known to me or who produced \_\_\_\_\_ as  
identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Print

Name \_\_\_\_\_

220



**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments (see Section 3.4 Below)	Estimated Monthly District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

XBZ PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

XBZ PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

XBZ PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

XBZ PURCHASER'S INITIALS

221

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

XBZ PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

XBZ PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

XBZ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

XBZ PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

XBZ PURCHASER'S INITIALS

PURCHASER:

XBZ

Print Name: Brunilda Zaldivar

Date: 8/24/06

PURCHASER:

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

222

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131



CFN 2006R0962665  
DR Bk 24887 Pgs 2451 - 2456 (6pgs)  
RECORDED 09/08/2006 15:44:48  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

613

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

223

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 3rd day of August, 2006

WITNESSES:

[Signature]  
Print Name: Cari Martinez

[Signature]  
Print Name: Eleazar Gonzalez

OWNER

By: Carmen Cira Feijoo Urdaneta  
Name: [Signature]

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

OWNER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA )

) SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 3rd day of August, 2006 by Carmen Cira Feijoo Urdaneta of OWNERS, who is personally known to me or who produced drivers license identification on behalf of the company.

My commission expires: \_\_\_\_\_

[Signature]  
NOTARY PUBLIC, State of Florida

Print

Name



Eleazar A. Gonzalez

Commission # DD293461

Expires: Feb. 23, 2008

Aaron Notary 1-800-350-5161

STATE OF FLORIDA )

) SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the company.

My commission expires: \_\_\_\_\_

NOTARY-PUBLIC, State of Florida

Print

Name \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

**Lot 6, Block 13, Beacon at Doral, according to the plat thereof, as recorded in Plat Book  
164, Page 63, of the Public Records of Miami-Dade County, Florida.**

225

**EXHIBIT B**

**FORM OF JOINDER TO BE EXECUTED**

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "**Owner**") of the following described property (the "**Property**"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("**Lennar**") and others in the pending creation of the North Dade Community Development District (the "**CDD**") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day  
of \_\_\_\_, 200\_\_.

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA            )  
  ) SS.:  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of  
OWNER, who is personally known to me or who produced \_\_\_\_\_ as  
identification on behalf of the company.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Print  
Name \_\_\_\_\_

STATE OF FLORIDA            )  
  ) SS.:  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of  
OWNER, who is personally known to me or who produced \_\_\_\_\_ as  
identification on behalf of the company.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Print  
Name \_\_\_\_\_

228



**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

 PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

 PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

 PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

 PURCHASER'S INITIALS

MIA\153991.2

FINAL 9/28/05


Milan by Lennar North Dade CDD Notice

Page 1 of 2

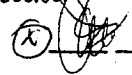
Purchaser's Initials

229

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

 PURCHASER'S INITIALS


3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

 PURCHASER'S INITIALS


3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

 PURCHASER'S INITIALS


3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

 PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

 PURCHASER'S INITIALS

PURCHASER:



Print Name: CARMEN CIRA FEIJOO

Date: 7/8/06

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R1016509  
DR Bk 24932 Pgs 4874 - 4879; (6pgs)  
RECORDED 09/21/2006 14:15:18  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "**Owner**") of the following described property (the "**Property**"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("**Lennar**") and others in the pending creation of the North Dade Community Development District (the "**CDD**") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 14th day of \_\_\_\_\_, 2007.

WITNESSES:

[Signature]  
Print Name: SUSY BALAREZO

SUSY BALAREZO  
Print Name: [Signature]

OWNER

By: [Signature]  
Name: Rodolfo Hoffman

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

OWNER

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

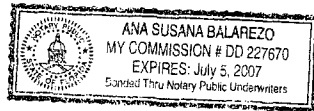
STATE OF FLORIDA )

SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 14 day of August 2007 by Rodolfo Hoffman as OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the company.

My commission expires:



[Signature]  
NOTARY PUBLIC, State of Florida  
Print  
Name \_\_\_\_\_

STATE OF FLORIDA )

SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida  
Print  
Name \_\_\_\_\_

EXHIBIT A

LEGAL DESCRIPTION

Lot 7 in Block 13 of Beacon at Doral, according to the Plat thereof, as recorded in Plat Book 164 at Pages 63, of the Public Records of Dade County, Florida, as amended.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

DM21633959.1

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "**Owner**") of the following described property (the "**Property**"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("**Lennar**") and others in the pending creation of the North Dade Community Development District (the "**CDD**") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day  
of \_\_\_\_\_, 200\_.

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA            )  
  )   SS.:  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of  
OWNER, who is personally known to me or who produced \_\_\_\_\_ as  
identification on behalf of the company.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Print  
Name \_\_\_\_\_

STATE OF FLORIDA            )  
  )   SS.:  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of  
OWNER, who is personally known to me or who produced \_\_\_\_\_ as  
identification on behalf of the company.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Print  
Name \_\_\_\_\_



NORTH DADE CDD NOTICE**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

 PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("Dwelling Units") in Milan by Lennar (the "Development") are also located within the boundaries of the North Dade Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

 PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

 PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

 PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

 \_\_\_\_\_ PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately **\$952.00** (approximately **\$79.00** per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately **\$28,566.00**.

 \_\_\_\_\_ PURCHASER'S INITIALS


3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

 \_\_\_\_\_ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately **\$568.00** (approximately **\$47.00** per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

 \_\_\_\_\_ PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "**District Assessments**." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

 \_\_\_\_\_ PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

Print Name: Rodolfo Hoffmann

Print Name: \_\_\_\_\_

Date: 12/17/05

Date: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R0884911  
OR Bk 24822 Pgs 2998 - 3000; (3pgs)  
RECORDED 08/15/2006 12:26:22  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

1/14

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:


**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.


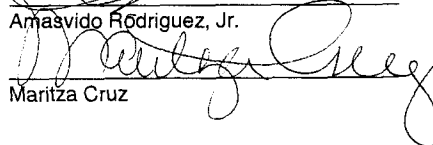
Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 9th day of August, 2006.

**WITNESSES:**

  
Print Name: William Gonzalez


  
Print Name: Mariana Oramas

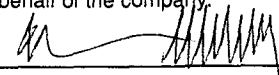
  
Amasviro Rodriguez, Jr.  
  
Maritza Cruz

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 9th day of August, 2006 by Amasviro Rodriguez, Jr. and Maritza Cruz, husband and wife, OWNER, who is personally known to me or who produced FL Driver's License as identification on behalf of the company.

My commission expires: 4/16/10

NOTARY PUBLIC-STATE OF FLORIDA  
 William Gonzalez  
Commission # DD541742  
Expires: APR. 18, 2010  
Bonded Thru Atlantic Bonding Co., Inc.

  
NOTARY PUBLIC, State of Florida  
William Gonzalez  
Print Name

239

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 1, Block 14, BEACON AT DORAL, according to the Plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.

**EXHIBIT B**

**FORM OF JOINDER TO BE EXECUTED**

THIS INSTRUMENT PREPARED BY:

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**WITNESSES:**

**OWNER:**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC, State of Florida

Print Name \_\_\_\_\_

## NORTH DADE CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (Includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations Assessments</u> (see Section 3.4 Below)	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance Assessments</u> (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,866.00

 PURCHASER'S INITIALS

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 PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

 PURCHASER'S INITIALS



3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

  
PURCHASER'S INITIALS

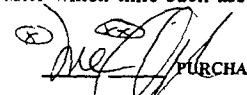
3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

  
PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

  
PURCHASER'S INITIALS

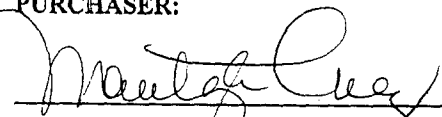
3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

  
PURCHASER'S INITIALS


3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

  
PURCHASER'S INITIALS

PURCHASER:

④   
Print Name: Maritza Cruz  
Date: 10/22/05

PURCHASER:

④   
Print Name: Amasviro Rodriguez  
Date: 10/22/05



THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R0911002  
OR Bk 24844 Pgs 0792 - 794; (3pgs)  
RECORDED 08/22/2006 12:54:30  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

214

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

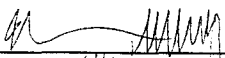
**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**


does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 8th day of August, 2006.

**WITNESSES:**

  
Print Name: William Gonzalez


  
Constantino Arcila

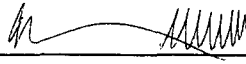
  
Print Name: Mariana Oramas

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 8th day of August, 2006 by Constantino Arcila, a married man, OWNER, who is personally known to me or who produced FL driver's license as identification on behalf of the company.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC STATE OF FLORIDA  
 William Gonzalez  
Commission # DD541742  
Expires: APR. 18, 2010  
Bonded Thru Atlantic Bonding Co., Inc.

  
NOTARY PUBLIC, State of Florida  
William Gonzalez  
Print Name

245

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

Lot 2, Block 14, BEACON AT DORAL, according to the Plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

\_\_\_\_\_  
Print Name

2117

**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations Assessments</u> (see Section 3.4 Below)	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance Assessments</u> (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

X C. A. PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

X C. A. PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

X C. A. PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. **Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.**

X C. A. PURCHASER'S INITIALS

MIA\153991.2

FINAL 9/28/05

Milan by Lennar North Dade CDD Notice

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

X C A PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

X C A PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

X C A PURCHASER'S INITIALS

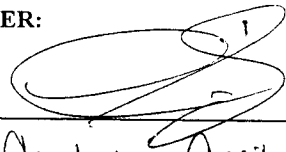
3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

X C A PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

X C A PURCHASER'S INITIALS

PURCHASER:

X 

Print Name: Constantino Acosta

Date: 10-02-05

PURCHASER:

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R0846937  
OR Bk 24792 Pgs 1024 - 1026 (3pgs)  
RECORDED 08/04/2006 14:04:00  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

3/14

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 1st day of August, 2006.

**WITNESSES:**

Print Name: E. Cabrera

Atilio Enrique Osorio Gonzalez

Print Name: Mariana Oramas

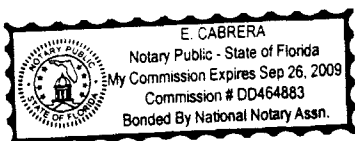
STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) ss.:

The foregoing instrument was acknowledged before me this 1st day of August, 2006 by Atilio Enrique Osorio Gonzalez, a married man  
, OWNER, who is personally known to me or who produced FCDC  
as identification on behalf of the company.

My commission expires:

E. Cabrera  
NOTARY PUBLIC, State of Florida

Print Name



250

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 3, Block 14, BEACON AT DORAL, according to the Plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.

14

251

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

WITNESSES:

OWNER:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by \_\_\_\_\_ OWNER who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC, State of Florida

Print Name \_\_\_\_\_

252



## NORTH DADE CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	-\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("Dwelling Units") in Milan by Lennar (the "Development") are also located within the boundaries of the North Dade Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

\_\_\_\_\_  
PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

\_\_\_\_\_  
PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

\_\_\_\_\_  
PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

\_\_\_\_\_  
PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "**District Assessments**." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

\_\_\_\_\_  
PURCHASER'S INITIALS

PURCHASER:

\_\_\_\_\_  
[Signature]

Print Name: Atilio Osorio

Date: Oct 4 - 2005

PURCHASER:

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Date:

254

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R0846818  
DR Bk 24792 Pgs 0253 - 255; (3pgs)  
RECORDED 08/04/2006 13:49:32  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

4/14

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:


**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

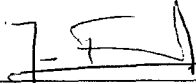
Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

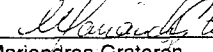
IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 31st day of July, 2006.

**WITNESSES:**

  
Print Name: Nelly B. Catena

  
Print Name: Mariana Oramas

  
Jorge J. Fernandez

  
Mariandrea Grateron

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF MIAMI-DADE )

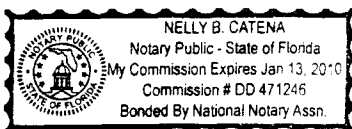
The foregoing instrument was acknowledged before me this 31st day of July, 2006 by Jorge J. Fernandez and Mariandrea Grateron, husband and wife, OWNER, who is personally known to me or who produced Florida DL as identification on behalf of the company.

My commission expires:

JAN 13, 2010

  
NOTARY PUBLIC, State of Florida

Print Name



255

**EXHIBIT A**  
**LEGAL DESCRIPTION**

Lot 4, Block 14, BEACON AT DORAL, according to the Plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.

256

H. [signature]



4/1/14

**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments (see Section 3.4 Below)	Estimated Monthly District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

JF  PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

JF  PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

JF  PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

JF  PURCHASER'S INITIALS

JF 

258

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

# AK PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

# AK PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

# AK PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

# AK PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

# AK PURCHASER'S INITIALS

PURCHASER:

J-F-T

Print Name: Jorge Fernandez

Date: 10-8-05

PURCHASER:

Mariandrea Grateron

Print Name: Mariandrea Grateron

Date: 10-8-05

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131



CFN 2006R1061828  
DR Bk 24970 Pgs 0828 - 833; (6pgs)  
RECORDED 10/03/2006 14:10:54  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

5/14

## JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, Manuel Guerra being owner (the "**Owner**") of the following described property 3050 NW 105 Path Doral FL 33172, in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("**Lennar**") and others in the pending creation of the North Dade Community Development District (the "**CDD**") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as **Exhibit B** will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

260



IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 1 day of August, 2006.

WITNESSES:

[Signature]  
Print Name: S. Gutierrez  
[Signature]  
Print Name: C. Villar

OWNER

By: [Signature]  
Name: Manuel Guerra

WITNESSES:


Print Name: \_\_\_\_\_  
Print Name: \_\_\_\_\_

OWNER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) SS.:

The foregoing instrument was acknowledged before me this 1 day of August, 2006 by Manuel Guerra as 1st of OWNER, who is personally known to me or who produced PHOTO-ID as identification on behalf of the company.

My commission expires:  
NOTARY PUBLIC, STATE OF FLORIDA  
 Sujay Perez  
Commission # DD438244  
Expires: JUNE 07, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

[Signature]  
NOTARY PUBLIC, State of Florida  
Print Name \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) SS.:

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of August, 2006 by \_\_\_\_\_ as \_\_\_\_\_ of OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida  
Print \_\_\_\_\_  
Name \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 5 in Block 14 of Beacon at Doral, according to the Plat thereof, as recorded in Plat Book 164 at Pages 63, of the Public Records of Dade County, Florida. As amended.

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**EXHIBIT B**

**FORM OF JOINDER TO BE EXECUTED**

263

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "**Owner**") of the following described property (the "**Property**"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("**Lennar**") and others in the pending creation of the North Dade Community Development District (the "**CDD**") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

264

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day  
of \_\_\_\_\_, 200\_.

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA )

SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_ by \_\_\_\_\_ as \_\_\_\_\_ of  
OWNER, who is personally known to me or who produced \_\_\_\_\_ as  
identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Print

Name \_\_\_\_\_

STATE OF FLORIDA )

SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_ by \_\_\_\_\_ as \_\_\_\_\_ of  
OWNER, who is personally known to me or who produced \_\_\_\_\_ as  
identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Print

Name \_\_\_\_\_

265

## NORTH DADE CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

M G PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("Dwelling Units") in Milan by Lennar (the "Development") are also located within the boundaries of the North Dade Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

M G PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

M G PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

M G PURCHASER'S INITIALS

3.1 Dist Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

M G PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

M G PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

M G PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

M G PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

M G PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

Print Name: [Signature]

Print Name: \_\_\_\_\_

Date: 11-10-05

Date: \_\_\_\_\_



CFN 2006R1016493  
DR Bk 24932 Pgs 4768 - 4773 (6pgs)  
RECORDED 09/21/2006 14:14:16  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

6.14  
**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "**Owner**") of the following described property (the "**Property**"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("**Lennar**") and others in the pending creation of the North Dade Community Development District (the "**CDD**") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as **Exhibit B** will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

DM20633959.1

268

6



IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 3 day of August, 2006

WITNESSES:

[Signature]  
Print Name: P. Gutierrez

[Signature]  
Print Name: E. Villar

WITNESSES:

[Signature]  
Print Name: E. Villar

Print Name: \_\_\_\_\_

OWNER

By: [Signature]  
Name: ALFREDO DAMBAKLI

OWNER

By: [Signature]  
Name: JORGE DAMBAKLI

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 3 day of August, 2006 by Alfredo Dambakli as 1st of OWNER, who is personally known to me or who produced Photo ID as identification on behalf of the company.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC-STATE OF FLORIDA  
Sujay Perez  
Commission # DD438244  
Expires: JUNE 07, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

NOTARY PUBLIC-STATE OF FLORIDA  
Sujay Perez  
Commission # DD438244  
Expires: JUNE 07, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

The foregoing instrument was acknowledged before me this 3 day of August, 2006 by Jorge Dambakli as 2nd of OWNER, who is personally known to me or who produced Photo ID as identification on behalf of the company.

My commission expires: \_\_\_\_\_

NOTARY PUBLIC-STATE OF FLORIDA  
Sujay Perez  
Commission # DD438244  
Expires: JUNE 07, 2009  
Bonded Thru Atlantic Bonding Co., Inc.

[Signature]  
NOTARY PUBLIC, State of Florida  
Print  
Name

EXHIBIT ALEGAL DESCRIPTION

Lot 6 in Block 14 of Beacon at Doral,  
according to the Plat thereof, as recorded in Plat Book  
164 at Pages 63, of the Public Records of Dade  
County, Florida, as amended.

DM20633959.1

270

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

DM20633959 J

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "**Owner**") of the following described property (the "**Property**"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("**Lennar**") and others in the pending creation of the North Dade Community Development District (the "**CDD**") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

DM20633959.1

272

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day  
of \_\_\_\_\_, 200\_.

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA )

) SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of  
OWNER, who is personally known to me or who produced \_\_\_\_\_ as  
identification on behalf of the company.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

Print

Name \_\_\_\_\_

STATE OF FLORIDA )

) SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of  
OWNER, who is personally known to me or who produced \_\_\_\_\_ as  
identification on behalf of the company.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

Print

Name \_\_\_\_\_

273

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments (see Section 3.4 Below)	Estimated Monthly District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$78,566.00

JD PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

JD PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

JD PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

JD PURCHASER'S INITIALS

JD PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

(F) JD (KK) MADK PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

(F) JD (KK) MADK PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

(F) JD (KK) MADK PURCHASER'S INITIALS

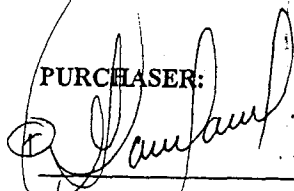
3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

(F) JD (KK) MADK PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

(F) JD (KK) MADK PURCHASER'S INITIALS

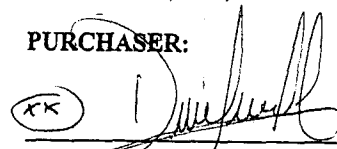
PURCHASER:



Print Name: Jorge Dambakli

Date: \_\_\_\_\_

PURCHASER:



Print Name: Alfredo A. Dambakli

Date: \_\_\_\_\_

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

2. Once the problem is identified, the next step is to define the objectives and goals of the project. This helps to clarify what needs to be achieved and provides a clear direction for the team.

3. The third step is to develop a plan or strategy to address the problem. This involves breaking down the problem into smaller, manageable tasks and determining the resources needed to complete each task.

4. The fourth step is to implement the plan. This involves putting the strategy into action and monitoring progress regularly to ensure that the project is on track.

5. The final step is to evaluate the results of the project. This involves comparing the actual outcomes with the objectives and goals to determine the effectiveness of the project and identify areas for improvement.

CFN 2006R0851279  
DR Bk 24795 Pgs 4994 - 4996; (3pgs)  
RECORDED 08/07/2006 13:52:42  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

714


TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

**WITNESSES:**

  
Adan Villalobos

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF MIAMI-DADE )

My commission expires:

Marcelle Garza  
NOTARY PUBLIC, State of Florida

Print Name \_\_\_\_\_

 **MARIETTA GARZIA**  
MY COMMISSION # **DO 447571**  
**EXPIRES: July 5, 2009**  
Bonded Thru Notary Public Underwriters

276



**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 7, Block 14, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, page 63, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida -

Print Name

278

2/1/4

**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND **ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

PURCHASER'S INITIALS

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3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

\_\_\_\_\_  
PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately **\$952.00** (approximately **\$79.00** per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately **\$28,566.00**.

\_\_\_\_\_  
PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

\_\_\_\_\_  
PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately **\$568.00** (approximately **\$47.00** per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

\_\_\_\_\_  
PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

\_\_\_\_\_  
PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

Print Name: \_\_\_\_\_

Print Name: Velean+Villalobos, LLC  
Adan Villalobos, MGR.

Date: \_\_\_\_\_

Date: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R0923282  
OR Bk 24853 Pgs 2129 - 2131 (3pgs)  
RECORDED 08/24/2006 14:47:02  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

8/14

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

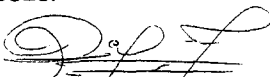
**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

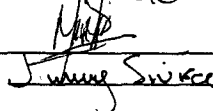
Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 18th day of August, 2006.

**WITNESSES:**

  
\_\_\_\_\_  
Print Name: Rafael Gade

  
\_\_\_\_\_  
Frank De La Coromoto Briceno Gil

  
\_\_\_\_\_  
Print Name: James J. Hagan

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

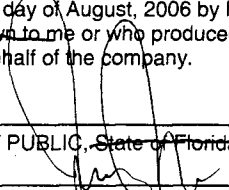
) Bolivarian Republic )  
) Of Venezuela )  
) ss.: City of Caracas )  
) Embassy of the )  
) United States of America )

The foregoing instrument was acknowledged before me this 18th day of August, 2006 by Frank De La Coromoto Briceno Gil, a married man, OWNER, who is personally known to me or who produced Venezuelan Identification Card as identification on behalf of the company.

My commission expires:

PRESIDENTIAL COMMISSIONS DO NOT EXPIRE

NOTARY PUBLIC, State of Florida

  
\_\_\_\_\_  
Print Name James J. Hagan  
Vice Consul of the  
United States of America

281

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 8, Block 14, BEACON AT DORAL, according to the Plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.

282

**EXHIBIT B**

**FORM OF JOINDER TO BE EXECUTED**

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

**WITNESSES:**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

Print Name

8119

**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be *directly billed by the District*. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

PURCHASER'S INITIALS

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FINAL 9/28/05

Milan by Lennar North Dade CDD Notice

Page 1 of 2

Purchaser's Initials

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3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

\_\_\_\_\_  
PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

\_\_\_\_\_  
PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

\_\_\_\_\_  
PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

\_\_\_\_\_  
PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

\_\_\_\_\_  
PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

Print Name: FRANK BRICEVO

Print Name: \_\_\_\_\_

Date: 10.2.05

Date: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R1039101  
OR Bk 24951 Pgs 1016 - 1021; (6pgs)  
RECORDED 09/27/2006 15:15:12  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "**Owner**") of the following described property (the "**Property**"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("**Lennar**") and others in the pending creation of the North Dade Community Development District (the "**CDD**") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as **Exhibit B** will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 25<sup>th</sup> day of August, 2006.

WITNESSES:

Print Name: Crystal Castillo

Print Name: Cristina Jimenez

WITNESSES:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

OWNER

By: [Signature]  
Name: JULIO NIETO LIRIO

OWNER

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

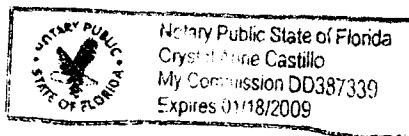
STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) SS.:

The foregoing instrument was acknowledged before me this 25 day of August, 2006 by Julio Nieto Lirio as \_\_\_\_\_ of \_\_\_\_\_ OWNER, who is personally known to me or who produced DL as identification on behalf of the company.

My commission expires:

[Signature]  
NOTARY PUBLIC, State of Florida  
Print  
Name \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) SS.:



The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200  by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_ OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the company.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
Print  
Name \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 1 in Block 15 of Beacon at Doral, according to the Plat thereof, as recorded in Plat Book 164 at Pages 63, of the Public Records of Dade County, Florida, as amended.

**EXHIBIT B**

**FORM OF JOINDER TO BE EXECUTED**

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THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "**Owner**") of the following described property (the "**Property**"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("**Lennar**") and others in the pending creation of the North Dade Community Development District (the "**CDD**") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

290

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 200\_.

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA )

SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Print

Name \_\_\_\_\_

STATE OF FLORIDA )

SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Print

Name \_\_\_\_\_

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments (see Section 3.4 Below)	Estimated Monthly District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND **ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

*[Signature]* PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("**Dwelling Units**") in Milan by Lennar (the "**Development**") are also located within the boundaries of the North Dade Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

*[Signature]* PURCHASER'S INITIALS

2. **The District Board.** The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

*[Signature]* PURCHASER'S INITIALS

3. **District Finance and Assessments.** The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

*[Signature]* PURCHASER'S INITIALS



3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

X JAH X MF PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

X JAH X MF PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

X JAH X MF PURCHASER'S INITIALS

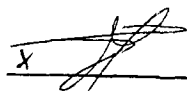
3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

X JAH X MF PURCHASER'S INITIALS

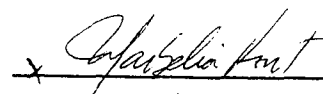
3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

X JAH X PURCHASER'S INITIALS

PURCHASER:

X   
Print Name: Julio Nieto Lirio  
Date: 3-12-06

PURCHASER:

X   
Print Name: Marbelia Font  
Date: 3-12-06

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R0963124  
DR Bk 24887 Pgs 4318 - 4320; (3pgs)  
RECORDED 09/08/2006 17:11:54  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

2/15

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 25th day of August, 2006.

**WITNESSES:**

Milagro D. Carrillo  
Print Name: Milagro D. Carrillo

Mariana Oramas  
Print Name: Mariana Oramas

Wealthia L. McMillan  
Wealthia L. McMillan

Leslie V. McMillan  
Leslie V. McMillan

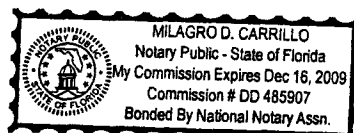
STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE ) ss.:

The foregoing instrument was acknowledged before me this 25th day of August, 2006 by Wealthia L. McMillan and Leslie V. McMillan, wife and husband, OWNER, who is personally known to me or who produced Florida Driver's License as identification on behalf of the company.

My commission expires:

Milagro D. Carrillo  
NOTARY PUBLIC, State of Florida

Print Name



294


3

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 2, Block 15, BEACON AT DORAL, according to the plat thereof, as recorded in Plat Book 164, page 63, of the Public Records of Miami-Dade County, Florida.

295

 HMC

**EXHIBIT B**

**FORM OF JOINDER TO BE EXECUTED**

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the land referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

**WITNESSES:**

**OWNER:**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name \_\_\_\_\_

296

*[Signature]* luma

## NORTH DADE CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("Dwelling Units") in Milan by Lennar (the "Development") are also located within the boundaries of the North Dade Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

PURCHASER'S INITIALS

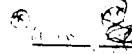
3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

 PURCHASER'S INITIALS


3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

 PURCHASER'S INITIALS


3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

 PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.


 PURCHASER'S INITIALS


3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

 PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

 Leah V. McMillan  
Print Name: Leah V. McMillan  
Date: 7/29/06

 Leah V. McMillan  
Print Name: Leah V. McMillan  
Date: 7/29/06

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R0846984  
OR Bk 24792 Pgs 1306 - 1308 (3pgs)  
RECORDED 08/04/2006 14:10:50  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

3/15

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

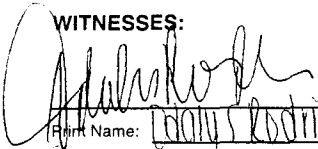
**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 31st day of July, 2006.

WITNESSES:

  
Print Name: Odalys Rodriguez

  
Antonia Araujo De Pretelt

  
Print Name: Mariana Oramas

STATE OF FLORIDA )  
 ) ss.:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 31st day of July, 2006 by Antonia Araujo De Pretelt, an unmarried woman, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the company.

My commission expires:



  
NOTARY PUBLIC, State of Florida  
Print Name: Odalys Rodriguez

299

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 3, Block 15, BEACON AT DORAL, according to the Plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.



EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_

JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

WITNESSES:

OWNER:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by \_\_\_\_\_, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name \_\_\_\_\_

301

315

**MILAN BY LENNAR**

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations Assessments</u> (see Section 3.4 Below)	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance Assessments</u> (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

*PA A* PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("Dwelling Units") in Milan by Lennar (the "Development") are also located within the boundaries of the North Dade Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

*PA A* PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

*PA A* PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

*PA A* PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

XA A PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately **\$952.00** (approximately **\$79.00** per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately **\$28,566.00**.

XA A PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

XA A PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately **\$568.00** (approximately **\$47.00** per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

XA A PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "**District Assessments**." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

XA A PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

Antonia A. Juja

Print Name: Antonia Juja

Date: 12/5/05

\_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

THIS INSTRUMENT PREPARED BY:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

CFN 2006R1061834  
DR Bk 24970 Pgs 0866 - 871; (6pgs)  
RECORDED 10/03/2006 14:12:13  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

4/15

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner Enrique Ching (the "**Owner**") of the following described property 10379 NW 30 Terrace Doral, FL 33172 (the "**Property**"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("**Lennar**") and others in the pending creation of the North Dade Community Development District (the "**CDD**") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as **Exhibit B** will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.



**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 4 in Block 15 of Beacon at Doral, according to the Plat thereof, as recorded in Plat Book 164 at Pages 63, of the Public Records of Dade County, Florida. As amended.

**EXHIBIT B**

**FORM OF JOINDER TO BE EXECUTED**

307

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "**Owner**") of the following described property (the "**Property**"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation, ("**Lennar**") and others in the pending creation of the North Dade Community Development District (the "**CDD**") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

308



IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day  
of \_\_\_\_\_, 200\_\_.

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

WITNESSES:

OWNER

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA )

) SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of  
OWNER, who is personally known to me or who produced \_\_\_\_\_ as  
identification on behalf of the company.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

Print

Name \_\_\_\_\_

STATE OF FLORIDA )

) SS.:

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
200\_\_ by \_\_\_\_\_ as \_\_\_\_\_ of  
OWNER, who is personally known to me or who produced \_\_\_\_\_ as  
identification on behalf of the company.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida

Print

Name \_\_\_\_\_

4/15

MILAN BY LENNAR

NORTH DADE CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments (see Section 3.4 Below)	Estimated Monthly District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$28,566.00

EC PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("Dwelling Units") in Milan by Lennar (the "Development") are also located within the boundaries of the North Dade Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

EC PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

EC PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

EC PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

EC PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

EC PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

EC PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

EC PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

EC PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

Print Name: Enrique Ching

Print Name: \_\_\_\_\_

Date: 10-9-05

Date: \_\_\_\_\_

312

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 5, Block 15, BEACON AT DORAL, according to the Plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.

**EXHIBIT B**

**FORM OF JOINDER TO BE EXECUTED**

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, do-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

**WITNESSES:**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name

314

**NORTH DADE CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).


Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

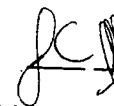
Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

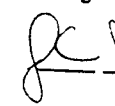
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Townhomes	\$13,839.00	\$28,566.00

 PURCHASERS INITIALS

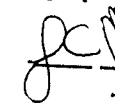
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 PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

 PURCHASER'S INITIALS

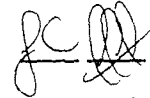
3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

 PURCHASER'S INITIALS

Purchaser's Initials 

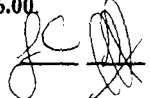
315

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.



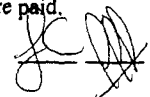
PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.



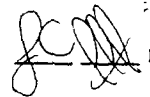
PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.



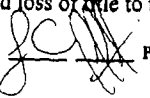
PURCHASER'S INITIALS

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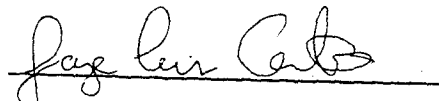
PURCHASER'S INITIALS

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PURCHASER'S INITIALS

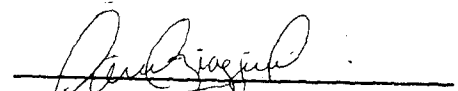
PURCHASER:



Print Name: JORGE LUIS CORTES

Date: 10/07/05

PURCHASER:



Print Name: Laura Biaggi

Date: 10/07/05



THIS INSTRUMENT PREPARED BY:

CFN 2006R0870427  
DR Bk 24011 Pgs 0861 - 8661 (3pg.)  
RECORDED 08/10/2006 15:39:00  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
200 S. Biscayne Blvd., Suite 3400  
Miami, FL 33131

6/15

**JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT**

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

**SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF**

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 31st day of July, 2006.

**WITNESSES:**

Print Name: \_\_\_\_\_

E. Cabrera

Print Name: \_\_\_\_\_

MARIA LOZANO

Print Name: \_\_\_\_\_

Tercio M. Oliveira

Print Name: \_\_\_\_\_

Ana L. Oliveira

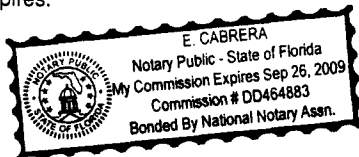
STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

ss.:

The foregoing instrument was acknowledged before me this 31st day of July, 2006 by Tercio M. Oliveira and Ana L. Oliveira, husband and wife, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification on behalf of the company.

My commission expires:



NOTARY PUBLIC, State of Florida

Print Name \_\_\_\_\_

317

**EXHIBIT A**

**LEGAL DESCRIPTION**

Lot 6, Block 15, BEACON AT DORAL, according to the Plat thereof, as recorded in Plat Book 164, Page 63, of the Public Records of Miami-Dade County, Florida.

## EXHIBIT B

## FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

\_\_\_\_\_  
\_\_\_\_\_

## JOINDER IN THE NORTH DADE COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY AND  
CITY OF DORAL FLORIDA

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in the City of Doral, Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with Lennar Homes, Inc., a Florida corporation ("Lennar") and others in the pending creation of the North Dade Community Development District (the "CDD") as described in that certain petition submitted on \_\_\_\_\_, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Lennar is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this Joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County and/or the City of Doral requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Lennar and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Lennar \$100,000 as liquidated damages and not as a penalty. Additionally, Lennar shall be entitled to be reimbursed an attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_.

WITNESSES:

OWNER:

\_\_\_\_\_  
Print Name:\_\_\_\_\_  
Print Name:

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2\_\_\_\_ by \_\_\_\_\_, OWNER, who is personally known to me or who produced \_\_\_\_\_ as identification.

My commission expires:

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida\_\_\_\_\_  
Print Name

6/15

MILAN BY LENNAR

NORTH DADE CDD NOTICE

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

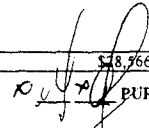
Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	\$952.00	\$568.00	\$1,520.00

**Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

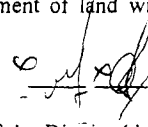
Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments (see Section 3.4 Below)	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	\$47.00	\$0.00	\$79.00

**Table 3. ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) **AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

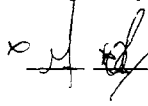
Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date; see Section 3.3 Below)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	\$13,839.00	\$78,766.00

 PURCHASERS INITIALS

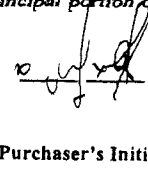
1. The District. All of the residential dwelling units ("Dwelling Units") in Milan by Lennar (the "Development") are also located within the boundaries of the North Dade Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

 PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

 PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. *Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.*

 PURCHASER'S INITIALS

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3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

  
PURCHASER'S INITIALS

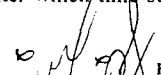
3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$952.00 (approximately \$79.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the thirty (30) year Bonds is approximately \$28,566.00.

  
PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

  
PURCHASER'S INITIALS

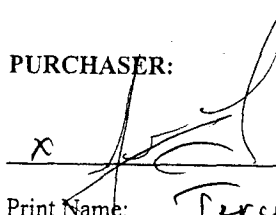
3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$568.00 (approximately \$47.00 per month), per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

  
PURCHASER'S INITIALS

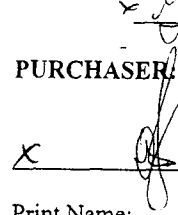
3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

  
PURCHASER'S INITIALS

PURCHASER:

  
Print Name: Teruo Oliveira  
Date: 10/8/05

PURCHASER:

  
Print Name: Ana Oliveira  
Date: 10/8/05